

**REGULAR MEETING OF THE
MONTEREY PENINSULA AIRPORT DISTRICT
BOARD OF DIRECTORS**

July 20, 2022 - 9:00 AM

**Monterey Regional Airport
200 Fred Kane Drive, Suite 200**

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Should the Board implement the measures outlined in AB 361, members of the public may participate in the Board meeting via Zoom video conference. Please visit www.zoom.us/join and enter the following Meeting ID: **831 7098 4092**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Any person may address the Monterey Peninsula Airport District Board at this time on any item that is **NOT** on today's agenda and should be within the jurisdiction of the Monterey Peninsula Airport District Board. Comments concerning matters set forth on this agenda will be heard at the time the matter is considered.

E. CONSENT AGENDA - ACTION ITEMS

The Consent Agenda consists of those items which are routine and for which a staff recommendation has been prepared. A Board member, member of the audience or staff may request that an item be placed on the deferred consent agenda for further discussion. One motion will cover all items on the Consent Agenda. The motion to approve will authorize the action or recommendation indicated.

- Approve 1. [Minutes of the Airport Property Development and Leases Committee Meeting of June 10, 2022](#)
- Approve 2. [Minutes of the Budget and Finance Committee Meeting of June 14, 2022](#)
- Approve 3. [Minutes of the Regular Board Meeting of June 15, 2022](#)
- Approve 4. [Minutes of the Special Board Meeting of July 11, 2022](#)
- Approve 5. [Minutes of the Budget and Finance Committee Meeting of July 12, 2022](#)
- Approve 6. [Minutes of the Airport Property Development and Leases Committee Meeting of July 12, 2022](#)
- Adopt 7. [Resolution No. 1816-6, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings](#)

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

G. REGULAR AGENDA - ACTION ITEMS

- Approve 1. [Proclamation in Recognition of Monterey Jet Center](#)
- Approve 2. [New Concession Agreement with Gifts and More](#)
- Adopt 3. [Resolution No. 1827, A Resolution Approving the FY 2022 – FY 2028 Airport Capital Improvement Plan \(ACIP\); Approve Submittal to the FAA; Authorize the Executive Director to Execute All Supporting Documents](#)
- Adopt 4. [Resolution No. 1828, A Resolution Adopting the Revised Commercial Ground Transportation Rules & Regulations](#)
- Approve 5. [Update to Administrative and Personnel Policy Manual](#)

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense -

AB1234. [The board receives department reports which do not require any action by the board.](#)

Standing Committees:

- | | |
|---|----------------------------|
| i. Budget and Finance | Directors Sabo & Leffel |
| ii. Air Service, Marketing, Community Relations | Director Miller & Pick |
| iii. Airport Property Development and Leases | Directors Sawhney & Miller |

b. Ad-Hoc Committees:

- | | |
|-------------------------------|----------------------------|
| i. Local Jurisdiction Liaison | Director Leffel and Miller |
|-------------------------------|----------------------------|

c. Liaison/Representatives:

- | | | |
|--------------------------------------|-----------------|--------------|
| i. Local Agency Formation Commission | Director Leffel | Alt: Sawhney |
|--------------------------------------|-----------------|--------------|

ii. Regional Taxi Authority	Director Leffel	Alt: Sawhney
iii. Transportation Agency for Monterey County	Director Sabo	Alt: Sawhney
iv. Special Districts Association Liaison	Director Leffel	Alt: Miller
v. Association of Monterey Bay Area Governments	Director Sawhney	Alt: Sabo

I. CLOSED SESSION

1. **ANNUAL EVALUATION** [Government Code Section 54957(b)]. The Board will meet with the Executive Director and District Counsel to consider the annual evaluation related to the following position: Executive Director.

J. RECONVENE TO OPEN SESSION

K. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Updates to MPAD Governance Manual and Board Operating Rules and Procedures to Reflect Legal Counsel Review*

L. DISCUSSION OF FUTURE AGENDAS

Any Board member may request the Board of Directors to instruct staff to report back to the Board at a future meeting concerning any matter or place a matter of business on a future agenda. Approval of such requests will be made by motion.

M. ADJOURNMENT

AGENDA DEADLINE

This is the final Agenda that has been posted on the bulletin board outside of the District Offices in the Terminal Building at the Monterey Regional Airport no less than 72 hours prior to the meeting.

All items submitted by the public for possible inclusion on the Board Agenda or in the Board packet must be received by 5:00 P.M. on the Friday before the first Wednesday of the month. This agenda is subject to revision and may be amended prior to the scheduled meeting.

Upon request and where feasible, the Monterey Peninsula Airport District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. To allow the District time within which to make appropriate arrangements, please submit a written request containing a brief description of the materials requested and preferred alternative format or auxiliary aid or service desired as far as possible in advance of the meeting. Requests should be sent to the District Secretary at 200 Fred Kane Drive, Suite 200, Monterey, California 93940.

MINUTES OF THE AIRPORT PROPERTY DEVELOPMENT & LEASES COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

June 10, 2022 – 9:00 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **826 5671 8817**. The password for this meeting is: **20220610**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER

The meeting of the Airport Property Development & Leases Committee of the Monterey Peninsula Airport District Board of Directors was called to order at 9:03 AM. Director Miller, Director Sawhney and Executive Director La Pier were in attendance via Zoom videoconference.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Update 1. Gifts and More Concession Agreement

Executive Director La Pier reviewed a proposed Concession Agreement with Gifts and More for the gift shop operation in the passenger boarding area. La Pier indicated this is a new, three-year agreement with the current tenant. There are no extensions associated with the new agreement.

The most significant change in the new agreement relates to the minimum monthly guarantee. The new agreement calls for a minimum monthly guarantee, based on a 13% commission on sales, of \$1165.00 per month. This is an increase of \$165.00 per month. Director Sawhney asked if there were any concerns with the tenants' operation or their monthly payments. La Pier indicated the tenant is a model tenant and has always been easy to work with. He further indicated there have been no instances of late or missed payments. Director Miller asked if the tenant regularly exceeded its minimum monthly payment. La Pier indicated that the tenant has been regularly paying more than the minimum and that the business seems to continue to grow in terms of volume.

Director Sawhney indicated her support for the new lease and suggested the committee recommend the adoption of the new lease to the full Board. Director Miller concurred.

Review 2. Hangar and Lease Agreements

La Pier reviewed the hangar wait list program with the committee at the request of Director Sawhney. The review included the number of individuals on the hangar wait list by hangar type and location. Some clarifying discussion was had.

La Pier also reviewed the status of the southeast hangar relocation discussions with Monterey Jet Center. La Pier indicated he hoped to be able to bring to the Board a proposed settlement with the current tenant in either July or August depending on the schedule availability of the principals of Monterey Jet Center. Discussion was had regarding the various existing lease particulars between the operator and the Airport and the hope that if a transaction were completed many of those issues could be resolved as part of the transaction.

Review 3. Leasing Activity Review

No discussion was had regarding lease activity.

E. ADJOURNMENT

The meeting adjourned at 11:20 AM.

Approved at the
Meeting of July 20, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE BUDGET & FINANCE COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

June 14, 2022 - 9:00 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **870 4433 4017**. The password for this meeting is: **20220610**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER

The meeting of the Budget & Finance Committee of the Monterey Peninsula Airport District Board of Directors was called to order at 9:02 AM. Director Sabo and Director Leffel, Acting Executive Director Morello and Deputy Executive Director of Finance and Administration Bergholz were present. Executive Director La Pier was absent.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. FYTD 2022 Statements

Directors asked a series of questions about variances in the following revenues and expenditures: actual airline landings vs. budget, status of hangar repairs, marketing, public relations, air service

variances, water and natural gas charges, and Planning and Development wage reimbursements. The following are responses to the Director's questions.

Staff explained details of the actual airline landings vs. budget variance which included differences in airline scheduled landings and the impact on revenues.

Staff explained that 4 hangars were evaluated for repairs. There was a brief discussion of cost benefit and the liability of renting the hangars in their current condition. There was no further discussion on the topic.

Staff provided details about marketing, public relations, and air service expenses contributing to the variances. There are three expenditures that weren't included in the budget, but they were discussed at prior Board meetings, which impacted the variance.

Staff provided details about water and natural gas charges. Water charges include a CPUC rate increase that began in January 2022 and volume usage has increased with warmer weather. In general, QTA, MAA and DMA all showed higher usage than the fall months. The natural gas usage was driven by higher terminal usage on all three meters for the administrative offices and terminal systems.

Staff explained that the northside ramp and vehicle service road projects used more staff time than budgeted and was submitted for AIP grant reimbursement.

Review 2. Variance Analysis - MTD and YTD

Directors asked about the airport maps mentioned in the April variance report. Staff shared that the Airport contracted with Neil Engineering to update the Airport Map used as part of the FAA Airport Certification. These maps include Airport runways, ILS, LOA, taxiways, lighting, and markings in the airside operations area. These maps are included in the Airport Certification Manual.

Review 3. Accounts Receivable Aged Invoice Report

Directors requested information about the following tenant accounts:

In April Envoy Ground Handling showed an overdue balance of \$5.8K. Envoy paid the invoice in May 2022.

United Airlines account has a \$4.9K credit that's been outstanding for over 180 days. Staff has reached out to United about the credit but there hasn't been a response.

In April Woody's at the Airport account balance had a past-due February invoice of \$1.8K. The Airport received payment in May.

Review 4. Grant Funds Balance

Directors asked why there weren't any FAA Grant submissions in April. An ARP Act draw was prepared and submitted to FAA for approval and the draw was approved on May 2nd and grant funds were received on May 6th.

Discuss 5. General Discussion

Director Sabo shared his thoughts and concerns about the FY23 budget. There was no comment by Staff.

E. ADJOURNMENT

The meeting adjourned at 10:20 AM.

Approved at the
Meeting of July 20, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE REGULAR MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

June 15, 2022 - 9:00 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Should the Board implement the measures outlined in AB 361, members of the public may participate in the Board meeting via Zoom video conference. Please visit www.zoom.us/join and enter the following Meeting ID: **831 7098 4092**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER/ROLL CALL

Chair Miller called to order the regular meeting of the Board of Directors at 9:08 AM. Directors Leffel, Sabo and Pick were present. Chair Miller attended by Zoom videoconference. Director Sawhney was absent. The following staff were present: Acting Executive Director Morello, District Counsel Huber, Acting District Secretary Adams, and Deputy Executive Director Bergholz. Executive Director La Pier was absent.

Chair Miller asked Director Leffel to Chair the meeting since she was in the boardroom and the Chair Pro Temp was absent.

B. PLEDGE OF ALLEGIANCE

Director Pick led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

Acting Executive Director Morello reminded Directors the California Rodeo Salinas & Monterey Regional Airport Chamber Mixer is Thursday, June 23rd, from 5:30 PM to 7:00 PM on the observation deck at the airport.

D. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

E. CONSENT AGENDA - ACTION ITEMS

- | | |
|---------|--|
| Approve | 1. Minutes of the Regular Board Meeting of May 18, 2022 |
| Approve | 2. Minutes of the Special Board Workshop Meeting of May 24, 2022 |
| Approve | 3. Minutes of the Special Board Meeting of May 24, 2022 |
| Approve | 4. Minutes of the Special Board Workshop Meeting of May 25, 2022 |
| Approve | 5. Minutes of the Special Board Meeting of June 1, 2022 |
| Approve | 6. Minutes of the Special Board Workshop Meeting of June 1, 2022 |
| Approve | 7. Minutes of the Special Board Workshop Meeting of June 2, 2022 |
| Approve | 8. Minutes of the Special Board Workshop Meeting of June 3, 2022 |
| Adopt | 9. Resolution No. 1816-5, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings |
| Adopt | 10. Resolution No. 1825, A Resolution Documenting the Appointment of Danial D. Pick to Board of Directors |

Director Sabo made a motion to approve Consent Agenda Items E.1 – E.10. Acting Chair Leffel seconded the motion. The motion passed by a roll call vote of 3-1 with Director Pick abstaining and Director Sawhney absent.

RESOLUTION NO. 1825

**A RESOLUTION OF THE MONTEREY PENINSULA AIRPORT DISTRICT
TO APPOINT A MEMBER OF THE BOARD OF DIRECTORS**

WHEREAS, there existed one vacancy on the Monterey Peninsula Airport District (“District”) Board of Directors within the meaning of Government Code section 1780; and

WHEREAS, the District’s Governing Board desired to make an appointment within 60 days of the vacancy in accordance within Government Code section 1780; and

WHEREAS, the Governing Board provided public notice of the existence of the vacancy and requested applications from interested qualified applicants; and

WHEREAS, the Governing Board received applications from many qualified applicants; and

WHEREAS, the Governing Board carefully considered the qualifications of the applicants; and

WHEREAS, on June 1, 2022, the Governing Board selected Danial D. Pick for appointment to fill the vacancy until the end of the term, and the oath of office was issued that same day.

NOW, THEREFORE, BE IT RESOLVED, that Danial D. Pick was appointed to fill the existing vacancy on the Board of Directors effective June 1, 2022, with a term to expire upon the successful election of a successor at the November 2022 General Election.

BE IT FURTHER RESOLVED THAT the Appointee is hereby conferred with all powers and duties of a Governing Board member.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of June 2022 by the following roll call vote:

AYES:	DIRECTORS:	Leffel, Sabo & Miller
NOES:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	Pick
ABSENT:	DIRECTORS:	Sawhney

F. DEFERRED CONSENT AGENDA - ACTION ITEMS

None.

G. REGULAR AGENDA - ACTION ITEMS

Adopt 1. Resolution No. 1821, A Resolution Authorizing and Approving the Rates and Charges at the Monterey Regional Airport for Fiscal Year 2023

Acting Executive Director Morello introduced items G.1 – G.4 stating there were no changes made after the Budget Workshops, where these items were presented.

No public comment.

Director Sabo read the following statement for the record:

“Today I believe it is my fiduciary responsibility to reluctantly depart from my colleagues and our staff by proposing alternatives to the budget plans presented on our agenda. I will be doing so because I believe we must preserve our cash resources now, in order to have the funding for the extremely capital-intensive airport terminal building program we have established for our future. We are also entering a period of great economic uncertainty, including a possible recession that may affect our ability to provide these needed financial resources in the next two years.

In my view, in a time of uncertainty as we are now experiencing, we need to increase our revenues, preserve our grant money, and decrease our current spending to further build our cash reserves for our Terminal, Parking Lot and Hangar projects until we know more about FAA intentions regarding discretionary funding grants, and the impact of the economy on our airline partners. Later we can amend our Operating and Capital Budgets upward once we see what FAA grant funding is offered and what the economy is doing to our forecasts in Q1 and Q2.

These are the circumstances that confront us today and have influenced my decision:

1. *The award of generous FAA infrastructure grants to Monterey is very uncertain due to the intense competition from other airports across the country.*
2. *With rapidly increasing interest rates, future borrowing for an airport our size will be increasingly difficult.*
3. *Air Carrier flights and enplanements are uncertain in Q2, 3 and 4. Fuel prices are increasing ticket prices, advance passenger bookings are already beginning to deteriorate, inflation is increasing leisure travel costs for hotels, rental cars, and restaurants, pilot shortages are increasing cancellations and limiting additional flight frequencies, inflation is adversely affecting consumer confidence, limiting discretionary purchases, and business travel is slow to get started.*

If FY 23 budgeted revenue falls short of expectations the proposed operating and capital expenditures will reduce our liquidity (cash and CARES). The current proposed budget is projecting a decrease in our district cash position of nearly \$1,000,000. This is in addition to the \$4 million in District cash already authorized for reducing our CalPERS unfunded liability. If FAA comes up short with terminal, hangar, and parking grant funding, MRY will need to use all available liquidity to reduce the debt burden required to fund the difference for construction. We have very limited debt capacity. The air carriers will be reluctant to accept higher costs per enplanement required to fund new terminal construction. It is unlikely that district taxpayers will look kindly on a parcel tax for airport purposes.

In FY 23 we need to hold our operating expenses at near FY 22 levels until we have a clearer view of FAA grant funding intentions, and we can see what impact the economy is having on air carrier operations and customer enplanements. Further, we need to fund FY 23 expenditures from available CARES funds to the maximum extent possible to further build our district cash balances.”

Director Sabo further stated he disagreed with not raising rates and charges and made a motion to increase commercial aviation usage charges and all other terminal space related rental charges for terminal usage by the 4.2% CPI and raise hangar rental rates by the 4.2% CPI. The motion failed for lack of a second.

Director Pick made a motion to adopt Resolution No. 1821, A Resolution Authorizing and Approving the Rates and Charges at the Monterey Regional Airport for Fiscal Year 2023 (FY23). Chair Miller seconded the motion. Director Pick asked staff to state their reasons for not raising rates in FY 23. Acting Executive Director Morello answered it is being looked at for FY 24. Deputy Executive Director Bergholz added our leases are dated so this is part of a longer-term strategy that includes entirely new lease agreements.

The motion passed by a roll call vote of 3-1 with Director Sabo voting no and Director Sawhney absent.

RESOLUTION NO. 1821

A RESOLUTION AUTHORIZING AND APPROVING THE RATES AND CHARGES AT THE MONTEREY REGIONAL AIRPORT FOR FISCAL YEAR 2023

WHEREAS, periodic adjustment of rates and fees is appropriate in order to achieve the District's goal of recovering the cost of operating and maintaining the Airport. These rates and fees are collected from rents, fees and charges paid by tenants and users of Airport facilities in fair proportion to their respective use, and

WHEREAS, the District has set its airside rates in accordance with the airfield residual cost recovery methodology, and

WHEREAS, the District has set its terminal area rental rates in accordance with the terminal compensatory cost recovery methodology,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the following rate and fee schedule (SEE ANNEX A) shall be implemented effective July 1, 2022.

1.0 Aviation & Aviation Related Rates and Fees.

1.1 Landing Fees.

1.1.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists and except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all air carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.1.2 Freight Forwarding/Cargo Carriers. Except as exempted from landing fees by the provisions of Section 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all freight forwarding/cargo carrier operations (including unscheduled charter operations) landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight or per landing.

1.1.3 General Aviation Aircraft. Except as exempted from landing fees by the provisions of Sections 1.1.3.1 and 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all general aviation aircraft operations involving aircraft having a certificated gross landing weight of six thousand pounds (6,000 lbs.) or greater landing at the Airport (SEE ANNEX A). The landing fee is assessed per thousand pounds of certificated gross landing weight.

1.1.3.1 Based Aircraft Exemption. All general aviation aircraft based at the Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.3 of this Resolution. General aviation aircraft based at the Airport shall be deemed to include general aviation aircraft for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, general aviation aircraft owned or leased by such a fixed base operator shall be deemed to be general aviation aircraft based at the Airport.

1.1.4 Helicopters. Except as exempted from landing fees by the provisions of Sections 1.1.4.1 or 1.1.5 of this Resolution, there shall be paid to the District a landing fee for all helicopter operations landing at the Airport (SEE ANNEX A). The landing fee for helicopters is assessed per landing.

1.1.4.1 Based Helicopter Exemption. All helicopters based at the Monterey Regional Airport shall be exempt from the landing fees set forth in Section 1.1.4 of this Resolution. Helicopters based at the Airport shall be deemed to include helicopters for which monthly hangar rentals or tie-down fees are being paid to the District or to a fixed base operator holding a valid lease or rental agreement with the District for the conduct of fixed base operations at the Airport. In addition, helicopters owned or leased by such a fixed base operator shall be deemed to be helicopters based at the Airport.

1.1.5 General Exemptions. Aircraft landing at the Airport due to mechanical failure or other in-flight emergency shall be exempt from the landing fees set forth in this Resolution. Military aircraft or aircraft operated by the state or federal government shall be exempt from the landing fees set forth in this Resolution. Medical emergency/medical evacuation aircraft shall be exempt from the landing fees set forth in this Resolution.

1.2 Remain-Over-Night (RON) Fee.

1.2.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a RON fee for all air carrier aircraft (including unscheduled charter aircraft) that remain over night at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.2.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District a RON fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that remain overnight at the Airport (SEE ANNEX A). The RON fee is assessed per thousand pounds of certificated gross landing weight.

1.3 Apron Fee.

1.3.1 Air Carriers. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District an apron fee for all air carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The apron fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.3.2 Freight Forwarding / Cargo Carriers. There shall be paid to the District an apron fee for all freight forwarding/cargo carrier aircraft (including unscheduled charter aircraft) that park on the terminal ramp at the Airport (SEE ANNEX A). The apron fee is assessed per thousand pounds of certificated gross landing weight.

1.4 Gate Fee. Provided a signed agreement between an air carrier and the District exists, there shall be paid to the District a gate fee for non-scheduled (including charter) air carrier aircraft that use the Airport terminal facilities (SEE ANNEX A). The gate fee is assessed per thousand pounds of certificated gross landing weight. Air carriers operating without a signed agreement will pay a landing fee equal to two (2) times the established rate.

1.5 Security Fee. There shall be paid to the District a security fee for all air carrier aircraft (including unscheduled charter aircraft) that use the Airport terminal facilities (SEE ANNEX A). The security fee is assessed per enplaned passenger.

1.6 Hangar Rentals. There shall be paid to the District rents for District owned and maintained aircraft hangars (SEE ANNEX A). The hangar rent is assessed by type and location of hangar, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.7 Aircraft Tie-downs. There shall be paid to the District rents for District owned and maintained aircraft tie-down spaces (SEE ANNEX A). The tie-down rent is assessed by aircraft type and location of tie-down, except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

1.8 Fuel Dispensing / Fuel Flowage Fees. There shall be paid to the District a fuel dispensing or fuel flowage fee for each gallon of fuel dispensed at the Airport (SEE ANNEX A). The fuel dispensing or flowage fee is assessed by number of gallons dispensed and by type of fuel.

2.0 Terminal Area Rents.

2.1 Terminal Building and Adjacent Area Rentals. There shall be paid to the District rents for space in and around the Airport terminal (SEE ANNEX A). These rents are paid by square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

2.2 Concessionaires. There shall be paid to the District fees for the use of space and the conduct of business in and around the Airport terminal. These fees may be assessed by square foot (sq. ft.) or space basis (per month) or may be assessed as a percentage of gross receipts, or a combination provided in a contractual agreement between the District (lessor) and a lessee or concessionaire.

3.0 Non-Aviation Rents. There shall be paid to the District rents for non-aviation space and facilities on the Airport (SEE ANNEX A). These rents are assessed on a square foot (sq. ft.) or space basis (per month) except as may otherwise be provided in a contractual agreement between the District (lessor) and a lessee.

4.0 Other Fees.

4.1 Miscellaneous Fees. There shall be paid to the District fees for AOA badges, parking permits, SIDA badges, law enforcement activities (reports, incidents and services). These fees are assessed on each activity or service provided by the District to a tenant, tenant-employee, and lessee.

4.2 Tenant Event Support / Tenant Repair & Maintenance Fees. There shall be paid to the District fees for law enforcement support or tenant repair, maintenance services and event fees. These fees will be charged on a per hour rate and due at the completion of law enforcement support or tenant repair & maintenance services, and event fees.

4.3 Airport Events / Filming / Photography - Basic Use Fees. There shall be paid to the District fees for special on property events, motion picture filming or television recording and photography events. These fees will be charged on a per day rate and due in advance when the Facilities Use and License Agreement is executed, and before special on property events, motion picture filming or television recording and photography events occur.

4.4 Late Payment and Credit Card Payment Fees. There shall be paid to the District fees for late tenant or lessee and credit cards payments. These fees will be charged on a percentage of tenant or lessee invoices and are due upon contract terms with the District.

4.5 Notice of Violation Fees. There shall be paid to the District for Rules and Regulations Violations as described in Article 9 and 10. These fees will be assessed on a per incident basis and will escalate from continued or reoccurring violations.

4.6 Business License Fees. There shall be paid to the District a Business License fee for all tenants operating a business on District property. The Business License fee shall be assessed annually on January 1 of each calendar year and prorated for new businesses if implemented after January 1.

5.0 Future Rate Adjustments. The District may implement changes in rates and charges from time-to-time through the adoption of future rates and charges resolutions. During the period following the adoption of this Resolution and until the effective date of a subsequent rates and charges resolution, District leases and rental agreements may provide for adjustments to rates and charges based on changes in consumer price or other indices.

6.0 Severability. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision or application and to this end, the provisions of this Resolution are declared severable.

7.0 Effective Date. This Resolution shall take effect on July 1, 2022.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of June 2022, by the following roll call vote:

AYES:	DIRECTORS:	Pick, Leffel, Miller
NOES:	DIRECTORS:	Sabo
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Sawhney

Adopt 2. Resolution No. 1822, A Resolution Authorizing and Approving the Fiscal Year 2023 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District

No Public comment.

Director Sabo made a motion to delay adding all new positions until Q3 budget review.

Director Pick asked for a Staff response before considering a second. Acting Executive Director Morello stated three of the positions were eliminated or deferred during COVID. Existing staff were able to

cover those positions when airport activity was very light. Airport activity is now up and is over 2019 levels and management believe additional staff are warranted. In addition, two of the new proposed positions are at the recommendation of the Board. Director Sabo asked for the total cost of the salary and benefits for the positions being added to the Salary Schedule. Deputy Executive Director Bergholz answered approximately \$350k.

The motion failed due to lack of a second.

Director Pick made a motion to adopt Resolution No. 1822, A Resolution Authorizing and Approving the Fiscal Year 2023 Salary Schedule, Listing Salary Ranges for the Monterey Peninsula Airport District. Chair Miller seconded the motion. The motion passed by a roll call vote of 3-1 with Director Sabo voting no and Director Sawhney absent.

RESOLUTION NO. 1822

A RESOLUTION AUTHORIZING AND APPROVING THE FISCAL YEAR 2023 SALARY SCHEDULE LISTING SALARY RANGES FOR THE MONTEREY PENINSULA AIRPORT DISTRICT

WHEREAS, on April 15, 2022 the Monterey Peninsula Airport District (District) recognized continued improvement in commercial airlines, general aviation and other tenant operations as COVID-19 travel restrictions decreased and travel related consumer confidence improved.

WHEREAS, the District recognizes the need to add a Public Relations Specialist and Social Media Specialist positions to support changes in business requirements and increased business activity. The District also recognizes the need to fill a vacant Operations, Strategy, and Development Executive Assistant position left unfilled during the pandemic and to add a Maintenance Worker position to meet current maintenance demands over weekends and holidays.

WHEREAS, for Fiscal Year 2023 the previously approved salary ranges are adequate to meet currently approved positions therefore no changes are recommended. For the Public Relations Specialist and Social Media Specialist positions the salary ranges have been added to the FY 2023 Salary Schedule.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: That the compensation of all employees of the Monterey Peninsula Airport District as set forth and prescribed in the FY 2023 Salary Schedule Listing Salary Ranges is hereby approved and adopted. A copy of said schedule is attached hereto and made a part of by reference as though the same were set forth in full herein.

AND BE IT FURTHER RESOLVED: That there be filed in the office of said District, said Salary Schedule in accordance with and designated "Monterey Peninsula Airport District Fiscal Year 2023 Salary Schedule" listing salary ranges.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of June 2022 by the following roll call vote:

AYES:	DIRECTORS:	Pick, Leffel, Miller
NOES:	DIRECTORS:	Sabo
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Sawhney

Adopt 3. Resolution No. 1823, A Resolution Authorizing and Approving the Operating Budget of the Monterey Peninsula Airport District for Fiscal Year 2023

No Public comment.

Director Pick stated he appreciated Director Sabo's comments regarding the economy and asked if any of the assumptions the FY 23 budget is based on, had changed. Acting Executive Director Morello and Deputy Executive Director Bergholz both answered no.

Director Sabo stated he believes Q1 and Q2 enplanement assumptions should change. Acting Chair Leffel reported she and Chair Miller just attended AAAE in Seattle and heard from experts that the secondary leisure market experience, such as Monterey, CA, is in high demand.

Director Pick made a motion to adopt Resolution No. 1823, A Resolution Authorizing and Approving the Operating Budget of the Monterey Peninsula Airport District for Fiscal Year 2023. Acting Chair Leffel seconded the motion.

Director Sabo made an alternate motion to delay the PR Specialist and Social Media Specialist positions until Q3 FY 23, hold PR expense to FY 22 levels, reduce the Social Media Marketing expense to \$15k, hold Air Service Development expenses constant with FY 22, delay operations staffing increase until Q3, and do not add the new maintenance position. The motion failed for lack of a second.

The original motion passed by a roll call vote of 3-1 with Director Sabo voting no and Director Sawhney absent.

RESOLUTION NO. 1823

A RESOLUTION AUTHORIZING AND APPROVING THE OPERATING BUDGET OF THE MONTEREY PENINSULA AIRPORT DISTRICT FOR FISCAL YEAR 2023

WHEREAS, the estimates submitted to the Board of Directors of the Monterey Peninsula Airport District entitled "Monterey Peninsula Airport District, County of Monterey, State of California, Budget - Fiscal Year 2023," and now on file in the offices of the District, are hereby approved and adopted as the budget of the District for the Fiscal Year 2023, and

WHEREAS, the District's Fiscal Year 2023 revenues are projected to be sufficient to fund expenses, capital expenditures and debt service, and

WHEREAS, the available revenues of the District for the Fiscal Year 2023 are hereby appropriated as set forth and segregated in the operating and capital budgets, and

WHEREAS, all annual salaries, compensations, allowances and operating expenses for the Fiscal Year 2023 as set forth in the operating budget shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District; and

WHEREAS, all debt service expenditures, interest, and principal for the Fiscal Year 2023 are identified and shall be payable in such time, form and manner as prescribed by contract or covenant, are hereby approved, and

WHEREAS, all motions and resolutions and parts of motions and resolutions insofar as they are in conflict with this resolution are hereby repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, the Operating Plan presented is the Budget for Fiscal Year 2023 are hereby established and designated as in the Budget and shall take effect on July 1, 2022.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of June 2022 by the following roll call vote:

AYES:	DIRECTORS:	Pick, Leffel, Miller
NOES:	DIRECTORS:	Sabo
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Sawhney

Adopt 4. Resolution No. 1824, A Resolution Authorizing and Approving the Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2023

No Public comment.

Director Sabo made a motion to delay the Northwest Building Abatement and the 2801 Property Repair until the Q3 budget review, the Removal of Building 1105 to FY 24, and to fund the Terminal Exterior Painting only if we don't build a new terminal building. The motion failed for lack of a second.

Director Pick made a motion to adopt Resolution No. 1824, A Resolution Authorizing and Approving the Capital Budget of the Monterey Peninsula Airport District for Fiscal Year 2023. Chair Miller seconded the motion. The motion passed by a roll call vote of 3-1 with Director Sabo voting no and Director Sawhney absent.

RESOLUTION NO. 1824

A RESOLUTION AUTHORIZING AND APPROVING THE CAPITAL BUDGET OF THE MONTEREY PENINSULA AIRPORT DISTRICT FOR FISCAL YEAR 2023

WHEREAS, the estimates submitted to the Board of Directors of the Monterey Peninsula Airport District entitled "Monterey Peninsula Airport District, County of Monterey, State of California, Budget - Fiscal Year 2023" and now on file in the offices of the District are hereby approved and adopted as the capital budget of the District for the Fiscal Year 2023, and

WHEREAS, it is the desire of the Board of Directors to adopt the "Fiscal Year 2023 Capital Budget" to include capital expenditures identified impacting the Capital Improvement Program (CIP) Budget; and

WHEREAS, The Districts Fiscal Year 2023 revenues or cash reserves are projected to be sufficient to fund capital expenditures: and

WHEREAS, the available revenues of the District for the Fiscal Year 2023 are hereby appropriated as set forth and segregated in the operating budget and may fund the capital budget, and

WHEREAS, all capital expenditures for the Fiscal Year 2023 as set forth in the District Capital Budget shall be payable in such time, form and manner as is prescribed by the Monterey Peninsula Airport District Act and by Resolution No. 1424, a Resolution Establishing Fiscal Control Policies and Procedures for the Monterey Peninsula Airport District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT, that the Capital Plan for the Fiscal Year 2023 District Capital Budget are hereby established and designated as in the Capital Budget and shall take effect on July 1, 2022.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 15th day of June 2022 by the following roll call vote:

AYES:	DIRECTORS:	Pick, Leffel, Miller
NOES:	DIRECTORS:	Sabo
ABSTAIN:	DIRECTORS:	None
ABSENT:	DIRECTORS:	Sawhney

Adopt 5. Resolution No. 1826, A Resolution Ordering an Election, Requesting the Monterey County Elections Department to Conduct the Election, Requesting Consolidation of the Election and Stating the Determination of the Board of Directors of the Monterey Peninsula Airport District with Respect to Candidates' Statements of Qualifications

District Counsel Huber introduced Item G.5 stating Directors have staggered four-year terms so every 2 years we need to hold an election; this year it is District 4 and District 5. The District can run that election itself or consolidate with the County and the general election and pay it's proportional share of the costs. District Counsel Huber reviewed the cost assumptions including that the candidates pay for their own candidate statements, which would be capped at 200 words.

Director Pick made a motion to adopt Resolution No. 1826, A Resolution Ordering an Election, Requesting the Monterey County Elections Department to Conduct the Election, Requesting Consolidation of the Election and Stating the Determination of the Board of Directors of the Monterey Peninsula Airport District with Respect to Candidates' Statements of Qualifications. Director Sabo seconded the motion. The motion passed with a roll call vote of 4-0 with Director Sawhney absent.

Action 6. Review and Availability of Compensation and Benefits to Board Members

Acting Chair Leffel stated this item was at Director Sawhney's request.

District Counsel Huber introduced Item G.6 stating he and Deputy Executive Director Bergholz did research on the subject. The Director compensation is governed by Public Utilities Code section 224047 and is already paid at the maximum. Directors are not eligible for a pension, but could be eligible to participate in medical, dental, vision and life insurance. Monterey Peninsula Airport District has never passed a resolution to allow that, but it is possible. It would also require a second separate resolution to amend the contract with CalPERS. Should Directors pass those resolutions, the total maximum impact to the budget would be \$186k.

There was no Public comment.

Director Sabo asked staff to determine what the probable expense would be in FY 23. Directors discussed the fact that suppositions could change depending on the makeup of the Board of Directors and that cost has many variables and is based on the selections each Director makes. Some of the Directors thought staff should not spend time on that request. Staff offered to provide Director Sabo with the coverage manuals that employees receive when they select coverage.

Director Sabo moved to table Item G.6 to the next meeting. The motion failed for lack of a second.

Director Pick made a motion to do no further work on this subject at this time. Acting Chair Leffel seconded the motion. The motion passed by a roll call vote of 3-1 with Director Sabo voting no and Director Sawhney absent.

Approve 7. Fiscal Year 2023 Board Conferences and Events

Acting Chair Leffel stated our policy is to budget for Directors to go to two conferences per year in addition to the SWAAAE Annual Short Course held in Monterey, CA in January 2023.

CSDA Annual Conference & Exhibitor Showcase in Palm Desert, CA in August 2022

- Director Pick will attend.

ACI-NA Conference in Minneapolis, MN in September 2022

- Directors Leffel, Sabo and Miller will attend.

AAAE Annual Conference in Denver, CO in June 2023

- Directors Leffel, Miller, and Pick will attend.

ACI-NA/AAAE Board and Commissions Conference - TBD

- Director Sabo will attend.

Acting Chair Leffel stated she will also attend the CSDA Annual Conference in Palm Desert, but it will not be as a representative of the airport or at MRY Airport expense.

Chair Miller excused himself at 10:55 AM and Acting Chair Leffel recessed the meeting.

The meeting reconvened at 11:01 AM.

H. BOARD COMMITTEE REPORTS AND ACCEPTANCE OF DEPARTMENT REPORTS

Report on meetings attended by Board Members at Monterey Peninsula Airport District's expense - AB1234.

The board receives department reports which do not require any action by the board.

Standing Committees:

- | | |
|---|----------------------------|
| i. Budget and Finance | Directors Sabo & Leffel |
| ii. Air Service, Marketing, Community Relations | Director Miller & Pick |
| iii. Airport Property Development and Leases | Directors Sawhney & Miller |

b. Ad-Hoc Committees:

i. Local Jurisdiction Liaison

Director Leffel and Miller

c. Liaison/Representatives:

i. Local Agency Formation Commission

Director Leffel

Alt: Sawhney

ii. Regional Taxi Authority

Director Leffel

Alt: Sawhney

iii. Transportation Agency for Monterey County

Director Sabo

Alt: Sawhney

iv. Special Districts Association Liaison

Director Leffel

Alt: Miller

v. Association of Monterey Bay Area Governments

Director Sawhney

Alt: Sabo

No comments on staff reports.

Director Sabo reported for Budget and Finance stating there were no action items or recommendations. Acting Chair Leffel asked that the written statement Director Sabo read at the beginning of the meeting be included in the minutes. She reported the Budget and Finance committee discussed the CARES grant and what balances can be used for. She noted the CARES grant balance will be reduced by \$4 million for the UAL payment that was approved. It will not appear on the end of the fiscal year reports because it will be sent late in June.

Director Sabo asked at what point is the budget amended if the line item is over budget. Acting Executive Director Morello stated we manage to department totals, not line items. But new items added to the budget are always discussed; the board was made aware of items of significance by the Executive Director La Pier.

No Air Service, Marketing, Community Relations committee this month.

Airport Property Development and Leases committee members were all absent.

Acting Chair Leffel reported LAFCO has no July meeting.

Director Sabo reported TAMC has moved most items to consent agenda; there was nothing of impact to the airport. The Highway 68 roundabouts have been pushed out another 12 months for design.

No Special Districts meeting until July.

No report for AMBHAG.

I. PENDING REQUESTS FOR FUTURE AGENDA ITEMS

- *Approve Update to Administrative and Personnel Policy Manual*
- *Updates to MPAD Governance Manual and Board Operating Rules and Procedures to Reflect Legal Counsel Review*

District Counsel Huber reported the update to the personnel manual is ready, but Chair Miller asked to defer it to the July agenda so Executive Director La Pier could be in attendance. Director Sabo suggested that any changes to the Personnel Policy Manual that will also affect the Governance Manual be flagged.

J. DISCUSSION OF FUTURE AGENDAS

Any Board member may request the Board of Directors to instruct staff to report back to the Board at a future meeting concerning any matter or place a matter of business on a future agenda. Approval of such requests will be made by motion.

None

K. ADJOURNMENT

The meeting adjourned at 11:24 AM.

Approved at the
Meeting of July 20, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE SPECIAL MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

July 11, 2022 – 9:00 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Should the Board implement the measures outlined in AB 361, members of the public may participate in the Board meeting via Zoom video conference. Please visit www.zoom.us/join and enter the following Meeting ID: **851 9288 5121**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID. Members of the public who wish to provide comment on an item on the agenda may do so during the meeting prior to the item being considered by the Board, as outlined below.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER/ROLL CALL

Chair Miller called to order the special meeting of the Monterey Peninsula Airport District Board of Directors at 9:02 AM. Directors Pick, Sawhney, Leffel, and Sabo were present. Director Sabo attended by Zoom videoconference. The following staff were present: Executive Director La Pier, District Counsel Huber, and Acting District Secretary Adams.

B. PLEDGE OF ALLEGIANCE

Director Sawhney led the Pledge of Allegiance.

C. COMMUNICATIONS/ANNOUNCEMENTS/INFORMATIONAL ITEMS

There were no announcements or informational items.

There was no Public Comment.

D. REGULAR AGENDA - ACTION ITEMS

Discuss 1. Roles & Responsibilities Workshop

Chair Miller introduced David Aranda, with BHI, Inc., who led the workshop for the remainder of the meeting.

The meeting recessed for lunch at 12:10 PM and resumed at 12:46 PM.

E. ADJOURNMENT

The meeting adjourned at 1:25 PM.

Approved at the
Meeting of July 20, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE BUDGET & FINANCE COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

July 12, 2022 - 9:00 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **845 5394 2831**. The password for this meeting is: **202206712**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER

The Budget & Finance Committee Meeting of the Monterey Peninsula Airport District Board of Directors was called to order at 9:00 AM. Directors Sabo and Leffel, Executive Director La Pier, and Deputy Executive Director of Finance and Administration Bergholz were present.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Discuss 1. AARF Current Contract

Executive Director La Pier presented a first draft of Pro-Tec fire services contract that will serve as a starting point for negotiations. La Pier noted that the contract still needs to be detailed and the scope of services and staffing clarified. La Pier will be bringing a revised contract to the Finance Committee for discussion at a future meeting.

Discuss 2. DRO Update

Staff presented an update on the DRO police services contract expenses and the true-up for FY21. It appears the District owes DRO approximately \$27K from the FY21 true-up. The FY22 true-up is scheduled to be delivered in November 2022. The projected DRO FY22 budget plus the \$45K administrative fee is projected to be slightly higher than budget. Staff noted the contract with DRO appears to be working for the benefit of both DRO and the District.

Discuss 3. Loading Bridge

Executive Director La Pier shared a request from an airline to provide a passenger loading bridge in lieu of the standard new airline rates and charges incentives. The airline further agreed to lease the loading bridge. Staff located a loading bridge costing \$22K that could be leased to the airline. La Pier will be working to finalize details of the new services and the potential loading bridge lease.

Review 4. Contract for HR Services

Executive Director La Pier shared a draft of a human resources services contract and asked for input from the Directors. He will address Director requests when negotiating with BBSI. A revised BBSI contract will be presented to Finance Committee at the August meeting.

Review 5. Resolution No. 1827, A Resolution Approving the FY 2022 – FY 2028 Airport Capital Improvement Plan (ACIP); Approve Submittal to the FAA; Authorize the Executive Director to Execute All Supporting Documents

Executive Director La Pier presented Resolution No. 1827 stating that it will be presented at the next Board of Directors meeting and is requesting approval of the FY 2022 – FY 2028 Airport Capital Improvement Plan (ACIP) that will be presented to the FAA. Directors asked clarifying questions about the projects and descriptions and expressed support for the ACIP.

Review 6. FYTD 2022 Statements

Director Sabo requested clarification about how staff managed expenses that are over budget. Executive Director La Pier explained that the Staff manages the budget as a whole and that individual expense variances should be clearly visible to the Directors so they can ask questions. Staff further explained that only when there are material changes that would affect District's financials would a budget amendment be recommended.

Directors asked additional clarifying questions about specific items outlined in the financial statement commentary and schedules.

Review 7. Variance Analysis - MTD and YTD

No Variance Analysis questions were asked.

Review 8. Accounts Receivable Aged Invoice Report

Directors asked questions about two tenant accounts receivable balances that were resolved and collected.

Review 9. Grant Funds Balance

No questions about ARPA Grant Funds Balance the were asked.

Discuss 10. General Discussion

E. ADJOURNMENT

The meeting adjourned at 10:50 AM

Approved at the
Meeting of July 20, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

MINUTES OF THE AIRPORT PROPERTY DEVELOPMENT & LEASES COMMITTEE MEETING OF THE MONTEREY PENINSULA AIRPORT DISTRICT BOARD OF DIRECTORS

July 12, 2022 – 11:30 AM

NOTICE REGARDING A RETURN TO IN-PERSON PUBLIC PARTICIPATION AT MONTEREY PENINSULA AIRPORT DISTRICT BOARD MEETINGS

Due to the expiration of certain directives contained in the Governor's Declaration of Emergency for the State of California (Executive Order N-29-20), the Board of Directors of the Monterey Peninsula Airport District will return to hold meetings at the Airport Board Room, with in-person attendance.

Due to recent increase in the transmission of the Omicron variant of the Coronavirus, and, as a result of the directives issued by the State of California and the Monterey County Public Health Officer intended to prevent the transmission of the coronavirus, the Airport may utilize the procedures outlined in AB361 to utilize alternative measures related to the conduct of remote meetings and remote comments by members of the public.

Members of the public may participate in the Board meeting via Zoom video conference. To view the Board meeting via Zoom video conference, please visit www.zoom.us/join and enter the following Meeting ID: **868 9065 2022**. The password for this meeting is: **20220712**. If you do not have access to the internet, you may also participate telephonically by calling (253) 215-8782 and entering the same Meeting ID and password.

REMOTE PUBLIC COMMENTS

To make a public comment, the following options are available:

1. Before the Meeting via Email: Written comments can be emailed to info@montereyairport.com. Include the following subject line: "Public Comment Item # (insert the agenda item number relevant to your comment)." Written comments should be received by 8:00 AM on the day of the meeting. All submitted comments will be provided to the Board for consideration and will be compiled as part of the record.
2. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Secretary to the Board will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your oral comments, pursuant to Board policy.

Public comments may also be made in person. Members of the public may attend the Board Meeting in person and request to speak to the Board when the Chair calls for public comment.

A. CALL TO ORDER

The meeting of the Airport Property Development & Leases Committee was called to order at 11:34 AM. Director Miller, Director Sawhney and Executive Director La Pier were in attendance via Zoom videoconference.

B. COMMUNICATIONS / ANNOUNCEMENTS / INFORMATIONAL ITEMS

None.

C. PUBLIC COMMENTS

None.

D. REGULAR AGENDA – ACTION ITEMS

Review 1. Leasing Activity Review

Executive Director La Pier conducted a review of current lease activity with the committee. The review included discussion regarding the status of the lease buy-out transaction related to Monterey Jet Center for the southeast hangar development. La Pier reviewed current discussions with principals at Monterey Jet Center and indicated a timeline for presentation to the full Board in August. He further indicated he

was scheduled to meet with Jet Center officials next week in the hope of finalizing a proposal for the Board to consider. Committee members had several questions related to the terms being discussed and background information regarding the transaction. Questions were asked about the financial aspects of the discussion as well as the terms of previous transactions that had been approved by the Board related to the hangars and the QTA. The committee members asked that they be consulted again after the meeting. La Pier indicated he would bring a proposed agreement to the committee once it is complete and that a full review would be completed at that time. The committee agreed.

La Pier also reviewed the potential purchase and lease of a loading bridge for a prospective new airline with the committee. He indicated the airport investment of \$23,000.00 would be recovered over a period of one year through the lease. After discussion, the committee agreed this arrangement would make sense and supported La Pier's proposal pending the drafting of the agreement by legal counsel.

E. ADJOURNMENT

The meeting was adjourned at 12:33 PM.

Approved at the
Meeting of August 17, 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Resolution No. 1816-6, A Resolution of the Board of Directors of the Monterey Peninsula Airport District Making Findings and Determinations Pursuant to AB 361 or Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings

BACKGROUND. It is recommended that the Board adopt Resolution No. 1816-6 making findings and determinations under AB 361 for the continuation of virtual meetings and authorizing virtual Board Meetings, and other committee and legislative body meetings pursuant to AB 361.

STAFF ANALYSIS. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. As the Board is aware, this allowed Board Member meetings to be conducted by Zoom with Board Members and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021, by the issuance of Executive Order N-08-21 which continued to allow for complete virtual Board (and other legislative body) meetings until September 30, 2021.

With the looming expiration of the Governor's Executive Order, along with the uncertainty that surrounded the Governor's potential recall, the Governor signed into law Assembly Bill 361. Effective October 1, 2021, AB 361 allows local government to continue to conduct remote virtual meetings so long as there is a state-proclaimed state of emergency and the legislative body makes mandatory findings.

AB 361 allows legislative bodies to meet virtually, provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

AB 361 preserves many of the provisions of the earlier executive orders, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to

make public comment must be of a sufficient duration so as to allow actual public participation; and

2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

The Board previously implemented the above stated requirements for conducting public meetings and, going forward, the meetings would be in full compliance with AB 361, thus the prior procedures would be utilized again. Teleconference accessibility via an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting as well as on the Airport's website and the Board provides access for public comment opportunities in real time.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

The attached Resolution makes the required findings under AB 361, and if adopted, it will allow the Board to continue to offer teleconference accessibility for public meetings after September 30, 2021, to help mitigate the spread of COVID-19, as well as during other state-proclaimed emergencies where physical attendance may present a risk.

Lastly, it is important to note that having virtual meetings under the provisions of AB 361 is optional. If the Board desires, it may meet in person. In addition, hybrid meetings are permissible. Given the recent uptick in transmission of the Omicron variant of the Coronavirus, it seems prudent to have this resolution in place as a stopgap measure to ensure flexibility for holding legislative meetings remotely, if needed.

FISCAL IMPACT. None.

RECOMMENDATION. Adopt Resolution No. 1816-6, A Resolution of The Board of Directors of The Monterey Peninsula Airport District Making Findings and Determinations Under AB 361 for Virtual Meetings and Authorizing Virtual Board Member and Other District Meetings Pursuant to AB 361.

RESOLUTION NO. 1816-6

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR VIRTUAL MEETINGS AND AUTHORIZING VIRTUAL BOARD MEMBER AND OTHER DISTRICT MEETINGS PURSUANT TO AB 361

The Board of Directors of the Monterey Peninsula Airport District does hereby find, order, and resolve as follows:

SECTION 1. Recitals.

A. The Ralph M. Brown Act (Gov. Code § 54950 et seq.) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to provide public access at each location in which members of the legislative body are teleconferencing;

B. On September 16, 2021, the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees;

C. The Governor issued a proclamation declaring a state of emergency on March 4, 2020, due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect;

D. State or local officials continue to impose and recommend measures to promote social distancing and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees;

E. The Board has considered the circumstances of the state of emergency and finds that the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are lifted; and

F. The Board of Directors of the Monterey Peninsula Airport District desires to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

SECTION 2. Teleconference Meetings.

Consistent with the provisions of Government Code Section 54953(e), the Board of Directors finds and determines that the Board and all other legislative bodies of the Monterey Peninsula Airport District created by the Board of Directors shall be authorized to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the Board of Directors.

SECTION 3. Effective Date.

This Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the Board of Directors reaffirms this resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors and all other legislative bodies of the Monterey Peninsula Airport District may continue to teleconference without compliance with Government Code §54953(b)(3).

SECTION 4. Severability.

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 20th day of July, 2022 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 20th day of July 2022

Carl M. Miller, Chair

A T T E S T

Michael La Pier, A.A.E.
Executive Director

MONTEREY PENINSULA AIRPORT DISTRICT

Proclamation

A PROCLAMATION IN RECOGNITION AND APPRECIATION OF MONTEREY JET CENTER

WHEREAS, *Monterey Jet Center is a fixed base operator (FBO) that provides General Aviation services at the Monterey Regional Airport, currently managed by Matthew Wright and*

WHEREAS, *Monterey Jet Center has a staff dedicated to providing the best possible service in a safe and efficient manner*

WHEREAS, *Pro Pilot Magazine conducts a PRASE (Preferences Regarding Aviation Services and Equipment) Survey each year by polling customer opinions of aviation ground services to determine the PRASE Winner's List, reflecting the gold standard of aviation ground service leaders*

WHEREAS, *Monterey Jet Center ranked FIRST in the categories "Best U.S. FBOs" and "Best Independent FBOs" in the 2022 PRASE Survey*

WHEREAS, *Monterey Jet Center's Jason Gray ranked FIRST in the category "Best Line Tech", and Monterey Jet Center's Kawai Lopez ranked FIRST in the category "Best CSRs", in the 2022 PRASE Survey*

WHEREAS, *Monterey Jet Center has served the Monterey Peninsula Airport District with honor, commitment and loyalty and has earned and justly deserves this public recognition*

NOW, THEREFORE, *I, Carl M. Miller, Chairman of the Monterey Peninsula Airport District, in concurrence with the Board of Directors, do hereby recognize the entire team at Monterey Jet Center and express our appreciation for their exceptional service to the Monterey Peninsula Airport District.*

Carl M. Miller
Chair

LisAnne Sawhney
Vice Chair

Mary Ann Leffel
Board Director

William Sabo
Board Director

Danial D. Pick
Board Director

TO: Monterey Peninsula Airport District Board of Directors
FROM: Michael La Pier, Executive Director
Scott E. Huber, District Counsel
SUBJ: New Concession Agreement with Gifts and More

BACKGROUND. The Monterey Peninsula Airport District ("MPAD") entered into a concession agreement, effective September 1, 2017 with Gifts and More. The term of this Agreement was five (5) years commencing on September 1, 2017, ending on August 31, 2022. The District approved the ability to implement an additional two (2) year extension. This extension could have been exercised by the District only after one full year of operation of the concession and favorable concession performance. Additionally, the concessionaire was to secure and offer a sufficient variety of locally produced products.

The District recognizes that Gifts and More has faithfully complied and adhered to the Concession Agreement and is a valuable asset to the customer experience. Additionally, Gifts and More operates as certified participant in the Airport Disadvantaged Business Enterprise Program (ACDBE). As recipients of FAA grant funding, the Airport is required to have a Disadvantaged Business Enterprise (DBE) Program in place for Concessionaires operating at the Airport. This program is known as the ACDBE Program. An ACDBE is a for-profit small business concern that operates in Airport Concession areas, such as gift shops, restaurant/food services, etc.

In discussion with the Gifts and More owner the additional two (2) year extension has not yet been approved. In lieu of the two-year extension it is recommended that a new Concession Agreement would better serve both the owner and the Airport.

Staff recommend a new three (3) year concession agreement with Gifts and More commencing on September 1, 2022 and ending on August 31, 2025.

FISCAL IMPACT. The new Concession Agreement will retain the same fee structure, as follows:

Percentage Fee. Concessionaire shall pay to District a percentage fee consisting of a monthly sum which shall be 13% of Concessionaire's gross receipts during the month for which such fees shall be due. Gross receipts as used in this Agreement means all fees, whether by cash, credit or otherwise, generated from the sale of merchandise and food products, but excluding any federal, state, or local sales tax.

Minimum Rent. In no event shall the Concessionaire pay less than Minimum Rent in the amount of \$1,165.00 monthly (\$1.60 per sq. ft. x 727 sq. ft.).

RECOMMENDATION. Approve the new Concession Agreement with Gifts & More.

ATTACHMENTS.

Gifts and More Concession Agreement

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is made effective September 01, 2022, ("Effective Date") by and between the Monterey Peninsula Airport District ("District"), and Gifts and More, ("Concessionaire").

A. District owns and operates the Monterey Regional Airport (the "Airport"), a public airport, located in the County of Monterey, State of California.

B. Concessionaire desires to lease certain property within the Airport terminal building to operate a gift shop.

NOW, THEREFORE, the parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

1.0 Premises. District grants to Concessionaire the right to operate an airport terminal concession on the premises described in Exhibit "A" attached hereto (the "Premises".)

2.0 Use. The authorized use of the Premises is for the operation of a terminal concession including sale of newspapers and magazines, wines and other consumable gift items, and the provision of other services to meet the public needs that may from time to time be approved by the District. No other type of business shall be conducted by Concessionaire upon the Premises without the advanced written consent of District. In the event that Concessionaire sells or displays merchandise which District in its sole discretion finds objectionable, Concessionaire shall promptly remove such objectionable merchandise from the Premises.

3.0 Concessionaire's Responsibilities.

3.1 Business Hours. Concessionaire shall operate seven (7) days a week which shall include Proposers' obligation to open for business at least one (1) hour prior to the first scheduled flight departure each day and close no sooner than one half-hour before the last schedule fight departure. Any change to the Minimum Hours of Operation must be submitted by the Concessionaire and pre-approved in writing by the Executive Director. Hours approved by the Executive Director are to be clearly posted by the Concessionaire. As a result of any such review, District may require a change, an extension or allow reduction of the hours of operation as public demand may warrant. Concessionaire shall have the right to close the gift shop at regular intervals not to exceed fifteen (15) minutes every four (4) hours for the purpose of providing Concessionaire's employees with a break. In the event of such closing a sign shall be posted on the door announcing the time of reopening.

3.2 Equipment and Fixtures. Concessionaire, at its own cost and expense, will be required to provide in its concession area all equipment, fixtures, decorations, materials and supplies which Concessionaire may need to conduct the gift shop operation in a professional business-like manner, all of which shall be of high quality, safe, modern in design, attractive in appearance and in keeping with the general architecture and decor of the Airport terminal building, and all of which shall be subject to written approval of District prior to installation.

3.3 Employees. Concessionaire's employees shall be clean, courteous, efficient and neat in appearance. Concessionaire shall not employ any persons in or about the Airport who shall use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification to Concessionaire that any person employed by Concessionaire at the Airport, is, in the District's opinion, disorderly, discourteous, unkempt, or otherwise unsatisfactory, immediate and appropriate corrective action shall be taken by Concessionaire to ensure that such unsatisfactory and unacceptable conduct does not recur.

3.4 Employee Parking. District has parking facilities to meet the employee parking requirements of all persons whose primary place of duty is in the Airport terminal building, and Concessionaire's employees shall be required to use such employee parking facilities/lots as are designated by District. The cost of parking is \$25 per month or \$275 per year per vehicle when purchasing for the full fiscal year (July-June). Concessionaire's employees are required to pay such fees as may be established.

4.0 Term. The term of this Agreement shall be three (3) years commencing on September 1, 2022 and ending on August 31, 2025.

5.0 Concession Fees. Concessionaire shall pay to District as consideration for the rights specified herein a concession fee. The monthly concession fee will be based on a percentage of the Concessionaire's monthly gross receipts, as outlined in Paragraph 5.1; however, in no event shall the Concession Fees be less than the Minimum Rent as outlined in Paragraph 5.2.

5.1 Percentage Fee. Concessionaire shall pay to District a percentage fee consisting of a monthly sum which shall be 13% of Concessionaire's gross receipts during the month for which such fees shall be due. Gross receipts as used in this Agreement means all fees, whether by cash, credit or otherwise, generated from the sale of merchandise and food products, but excluding any federal, state or local sales tax.

5.2 Minimum Rent. In no event, shall the Concessionaire pay less than Minimum Rent in the amount of \$1,165.00 monthly (\$1.60 per sq. ft. x 727 sq. ft.).

5.3 Utilities. Electricity and trash disposal are provided by District. Concessionaire shall have access to a trash disposal container designated by District. Gas, water and sewer service are not available on the Premises. Telephone service and all other utilities shall be the responsibility of the Concessionaire.

5.4 Time of Payment, Percentage Fees. Concessionaire shall pay District at the office of District, without reduction, abatement, deduction, offset or any prior demand therefore, before 5:00 p.m. on or before the fifteenth (15th) day of each calendar month, the percentage concession fee as calculated and set forth in section 5.1 above or the minimum fee as set forth in section 5.2 above, applicable to the immediately preceding calendar month.

5.5 Place of Payment. All concession fees and rents, together with accompanying reports and statements of gross receipts, shall be delivered to the following address:

Monterey Peninsula Airport District
ATTN: Administration/Accounts Receivable
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

or other such address as District may from time to time direct in writing.

5.6 Late Payments and Charges.

5.6.1 Interest. If Concessionaire fails to pay, when the same is due and payable, any concession fees, any rents, amounts or charges payable hereunder, such unpaid amount shall bear interest from the due date to the date of payment at the rate of one (1%) percent per month up to the maximum rate allowed by applicable usury law.

5.6.2 Late Charge. Concessionaire acknowledges that late payment by Concessionaire to District of concession fees, rents, amounts or charges payable under this Agreement will cause District to incur costs not contemplated by this Agreement, the exact amount of which are extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, late charges which may be imposed by District and additional property management expenses. Therefore, if any installment of concession fees, rents, other amounts or charges under this Agreement due from Concessionaire are not received by District by 5:00 p.m. on the fifteenth (15th) day of the month when due, Concessionaire shall pay to District as a late charge an additional sum of five (5%) percent of the amount of concession fee, rent, or other charges under this Agreement which are due but unpaid. The parties agree under this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Concessionaire. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent District from exercising any of the other rights and remedies available to District.

6.0 Maintenance, Cleanliness, Alterations, Advertising.

6.1 Maintenance. District agrees to keep the roof, exterior walls and heating facilities, and the basic electric distribution system in good repair. Concessionaire shall be responsible for all damage to District's property caused by any willful act or negligence of Concessionaire, its agents or employees. District agrees to provide janitor service for the public and passenger space in the terminal building. District shall maintain adequate directional signs in the terminal building. Concessionaire assumes full and exclusive responsibility and liability for any and all damage or injury to any of Concessionaire's personal property, equipment, fixtures and facilities at, in and about the Airport, and for any and all personal property belonging to others in Concessionaire's custody or possession at the Airport.

6.2 Cleanliness. Concessionaire agrees to keep the Premises clear and free of all litter, garbage, debris and refuse, and to keep such Premises and surrounding area in an orderly and sanitary condition at all times.

6.3 Alterations. Concessionaire shall not make structural alterations, additions or

improvements upon the Premises without the advanced written consent of District, and provided that when so authorized, said alterations, additions or improvements shall be upon sole charge and responsibility of Concessionaire, and Concessionaire shall protect the Premises from any liens or charges whatsoever, by reason of said alterations, additions or improvements.

6.4 Advertising. Concessionaire shall obtain prior written approval from District prior to erecting or displaying any signs or advertising at or on the Airport.

7.0 Compliance with Governmental Requirements.

7.1 Business and Retail Operations. Concessionaire shall, at Concessionaire's sole cost and expense, comply with all rules, regulations, ordinances, statutes and laws of the Airport and of all county, state, federal and other governmental authorities, now or hereafter in effect pertaining to the Airport, the Premises, or Concessionaire's use thereof.

7.2 Construction Permits. Concessionaire shall obtain and pay for any and all permits required by District for any and all work on alterations, additions, modifications, installations, or improvements accomplished by Concessionaire or by others on behalf of or for the benefit of Concessionaire or caused or allowed to be accomplished by Concessionaire on the Premises. Any consent of District required under this Agreement shall be separate from any other consents or approvals required by any other governmental agency.

7.3 Airport Rules and Regulations. District reserves the right to adopt, amend and enforce rules and regulations governing the Premises and the public areas and facilities used by Concessionaire in connection therewith. Such rules and regulations shall be consistent with the safety, security, and overall public utility of the Airport and with the rules, regulations and orders of the Federal Aviation Administration ("FAA") or the Transportation Security Administration ("TSA") or such successor agency(ies) as may be designated by the federal government to perform either similar, new, additional, or supplemental functions, powers or duties with respect to air transportation, aircraft, airports, etc. Concessionaire agrees to observe, obey and abide by all such rules and regulations heretofore or hereafter adopted or amended by District, including compliance with FAA, TSA and Airport security rules, regulations and plans.

7.4 Security Requirements. It shall be the responsibility of Concessionaire to take all necessary measures to carry out security requirements imposed by the FAA and by the TSA on District as airport operator pursuant to the access control system requirements of section 107.14 of Title 14 of the Code of Federal Regulations or to other requirements of Federal Aviation Regulations part 107; and the Concessionaire may be required to pay any and all civil penalties imposed by the FAA or TSA on District in the event that Concessionaire fails to carry out any such security requirements in accordance with this provision or requirements imposed on the airport operator at the direction of the FAA or the TSA.

8.0 Interruption of Utility Services. Concessionaire hereby expressly waives any and all claims for damage against District arising from failure or interruption of utility services including but not limited to, electricity, gas, water, plumbing, sewage, heat, ventilation, or air conditioning.

9.0 Interruption of Business Operations. Concessionaire hereby expressly waives any and all claims for damage against District arising from failure or interruption of the Concessionaire's business operations due to a change or reduction of commercial airline travelers, or airline scheduling and airline schedule reduction.

10.0 Indemnity and Insurance.

10.1 Waiver. This agreement is made upon the express condition that Concessionaire hereby waives all claims against District and any of its agents, employees, servants or representatives for damages to property or for injury or death to any person or persons from any cause including the negligence of District or any of its agents, employees, servants or representatives arising at any time.

10.2 Indemnity. Concessionaire hereby agrees to and shall indemnify and defend District against and hold District harmless from any and all claims, demands, actions, damages, liability and expense in connection with or for loss of or damage to property or injury or death to any person from any cause whatsoever while in, upon or about the Premises or any such claims, demand or the like arising from or out of any occurrence in, upon or at the Premises from or in connection with the occupancy or use by Concessionaire of the Premises or any part thereof or from or in connection with the business conducted by Concessionaire in the Premises or occasioned wholly or in part by any act or omission of Concessionaire, or any of its agents, contractors, employees, licensees or tenants.

10.3 Insurance Coverage. Upon execution of this Agreement and prior to Concessionaire's exercising any of the rights and privileges herein granted, Concessionaire shall, at Concessionaire's expense, obtain and, throughout the life of this Agreement, maintain in full force and effect, a broad form comprehensive coverage policy or policies of public liability insurance protecting both Concessionaire and District from claims of bodily injury and property damage which may arise out of Concessionaire's occupancy(ies) and use(s) of the Premises or any portion thereof, or which may arise as a result of any one, more, and/or all of Concessionaire's activities/operations on, to or from the Airport under authority hereof. Such insurance shall include bodily injury and property damage limits of not less than one million (\$1,000,000) dollars combined single limits. Said general liability policy shall include Blanket Contractual Liability and Products Liability. Concessionaire shall also maintain Workers' Compensation and Employers' Liability policies written in accordance with laws of the State of California and providing coverage for any and all employees of Concessionaire. Insurance shall be with a company or companies satisfactory to District in the amounts of not less than that specified herein or in minimum amounts as may be subsequently adjusted by District in the exercise of its reasonable business judgment. Concessionaire shall at all times during the term of this Agreement, including any extensions or renewal thereof, provide District with a certificate from the insurance carrier or carriers insuring District and Concessionaire as set forth herein. Insurance policies shall not be subject to cancellation except after notice to District by registered mail at least thirty (30) days prior to such cancellation. Where policies have normal expirations during the term of this Agreement or any extension thereof written evidence of renewal shall be furnished to District thirty (30) days prior to such expiration.

10.4 Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the Premises and to the fixtures, personal property, Concessionaire improvements and alterations by District or Concessionaire in or on the Premises that are caused by or result from risks insured against under any insurance policy carried by either party and in force at the time of any such damage to the extent of the insurance proceeds received from such policy. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged the other party is relieved of the obligation to obtain a waiver of subrogation right with respect to the particular insurance involved.

11.0 Taxes and Assessments. In addition to the concession fees, rentals, amounts and charges herein set forth, Concessionaire shall pay, as and when due any and all taxes and general and special assessments of any and all types or descriptions whatsoever which, at any time during the term are levied by the Monterey County Assessor upon or assessed against Concessionaire, the Premises or any one or more of the improvements located therein or thereon belonging to District or Concessionaire, or upon Concessionaire's interest in the Premises, improvements or other property.

12.0 Concessionaire's Right to Appeal. Nothing within this article shall be deemed to limit any of Concessionaire's rights to appeal any levies or assessments in accordance with the rules, regulations, laws, statutes, or ordinances governing the appeal process of the taxing authority making such levies or assessments.

13.0 Default. It is mutually understood and agreed that if any default be made in the payment of concession fees, rents, other amounts and charges herein provided or in the performance of the covenants, conditions, or agreements herein (any covenant or agreement shall be construed and considered as a condition), or should Concessionaire fail to fulfill in any manner the uses and purposes for which the Premises are leased as above stated, and such default shall not be cured within three (3) days after written notice thereof if default is in the submittal of a report or in the payment of concession fee, rent or other charges, or ten (10) days after written notice thereof if default is in the performance of any other covenant, condition or agreement, District shall have the right to immediately terminate this Agreement. District shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages for the detriment proximately caused by the Concessionaire's failure to perform its obligations under this Agreement or which in the event of the termination of this Agreement pursuant to the provisions stated, District shall have any rights to which it would be entitled in the event of the expiration or sooner termination of this Agreement under the provisions stated therein or as otherwise provided by law.

14.0 Assignment and Subletting. Without District's prior written consent, which shall not unreasonably be withheld, Concessionaire (including without limitation any subsequent assignee or subtenant) shall not wether voluntarily or by operation of law assign, hypothecate or encumber the leasehold interest created by this Agreement or any part thereof, or sublet the

Premises or any part thereof. Any transfer of the leasehold interest created by this Agreement from Concessionaire by sale, conveyance, bequest or inheritance shall constitute an assignment for the purposes of this section. District's consent to an assignment or subletting shall not constitute a waiver of the necessity for such consent to a subsequent assignment or subletting, whether by Concessionaire or any subsequent assignee or subtenant. District's acceptance of any rent or any other payment in the nature of rent from Concessionaire's assignee or subtenant shall not constitute or be construed as District's consent to such assignment or subletting nor shall it be deemed or considered a waiver of any provision of this Agreement or a release of Concessionaire from the full performance by Concessionaire of all of the terms, conditions and covenants contained in this Agreement.

14.1 Unauthorized Subleasing or Assignment. Any assignment, sublease or other unauthorized use of the Premises without District's consent shall be voidable and, at the election of District, shall constitute a default under this Agreement.

14.2 Request for Consent. Should Concessionaire (including any subsequent assignee or subtenant) request District's consent to an assignment or sublease, Concessionaire shall submit in writing to District the following:

- a) The name, address and telephone number of the proposed assignee or subtenant and the relationship, if any, with Concessionaire,
- b) The terms and conditions of the proposed assignment or subtenant agreement,
- c) The nature and character of the business of the proposed assignee or subtenant (to include a business plan with pro forma financial statements) and information regarding the experience of the proposed assignee or subtenant,
- d) Banking, financial and other credit information relating to the proposed assignee or subtenant reasonably sufficient to enable District to determine the proposed assignee's or subtenant's financial responsibility.

14.3 Payment of Expenses. Concessionaire shall pay to District, on demand, all costs incurred by District in connection with processing any request for assignment or subletting, including the expense of credit checks and District's attorney fees.

14.4 Reasonableness of Withholding Consent. Concessionaire agrees that the consent of District shall not be deemed or considered unreasonably withheld if District refuses to consent to an assignment or subletting to any person, firm or corporation the operations of which will in the reasonable business judgment of District, adversely affect the image, tenant mix, or other valuable aspect of District's property or result in excessive noise, traffic or interference with District's operations. Concessionaire agrees that the consent of District shall not be deemed or considered unreasonably withheld by reason of District requiring as a condition of any assignment or subletting that the rent payable under this Agreement be adjusted to the then fair rental value as determined by the District in its sole discretion.

15.0 Damage or Destruction of Premises. In the event of damage to or destruction by fire, the elements, acts of God, or any other cause, of Concessionaire- constructed improvements located within the Premises or in the event Concessionaire- constructed improvements located within the Premises are declared unsafe or unfit for use or occupancy by District or by a public entity with the authority to make and enforce such declaration, Concessionaire shall, within ninety (90) days of such damage, destruction or declaration commence and diligently pursue to completion the repair, replacement or reconstruction of improvements necessary to permit full use and occupancy of the Premises for the purposes required by this Agreement. Repair, replacement or reconstruction of improvements within the Premises shall be accomplished in a manner and according to plans approved by District; provided, however that Concessionaire shall not be obligated to repair, reconstruct or replace the improvements following their destruction in whole or substantial part.

16.0 Bankruptcy. In the event Concessionaire becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceeding, or in the event of any judicial sale of Concessionaire's interest under this Agreement, District shall have the right to declare this Agreement in default.

17.0 Records, Reports and Audits.

17.1 Records. In order to ensure the availability of complete, up-to-date and verifiable records with respect to any and all business conducted/done by Concessionaire under the authority hereof, Concessionaire shall maintain and keep true and accurate accounts, records, books and data, in accordance with generally accepted accounting principles, which shall, among other things, clearly and accurately show all sales made for cash, credit, or otherwise; and the aggregate amount of all sales and/or orders, and all of Concessionaire's business at the Airport, or elsewhere, under authority of this Agreement. Any and all accounts, records, books, data, and any and all source/supporting/supplemental/backup documentation, including without limitation, any and all electronic data processing/machine/computer generated/retrievable records, reports, files, registers, and/or computer tapes/disks, whether maintained by Concessionaire in Monterey or elsewhere, shall be retained by Concessionaire for a minimum of three (3) years following the date on which such shall be created. Concessionaire shall ensure that a receipt shall be issued for each and every sale and/or other transaction, whether for cash, credit or otherwise.

17.2 Reports. Commencing with the month most immediately following the Effective Date, and then continuing monthly thereafter throughout the term hereof, Concessionaire shall prepare and submit to District a detailed monthly statement showing the gross receipts of the business conducted by Concessionaire under authority hereof for the preceding calendar month. Such statements shall be prepared and submitted by Concessionaire with sufficient timeliness so as to be received by District not later than 5:00 p.m. on the fifteenth (15th) calendar day of the month immediately following the month for which such statement shall be due. See also section 5.4.

17.3 Audit. District or the authorized representatives of District shall have the right to examine Concessionaire's records at all reasonable times. At its option, District may cause from time to

time through the term of this Agreement on seven (7) days prior written notice to Concessionaire a complete audit to be made of Concessionaire's entire business affairs and records relating to Concessionaire's percentage concession fees for the period covered by any statement submitted by Concessionaire as required by this Agreement provided, however, that no such audit shall be made at a time which is more than three (3) years following the end of the period covered by such statement. If the books and accounts and records of Concessionaire are kept at some location other than the Airport, Concessionaire agrees at Concessionaire's expense to transport said books and records to the Airport for such audit. Except as provided below, the cost of such audit shall be paid by District. The audit shall be performed by a public accountant selected by District and shall be binding upon the parties. If it shall be determined as a result of such audit that there has been a deficiency in the payment of any concession fees, rents, other amounts or charges, then such deficiency shall become immediately due and payable with interest at the greater of eighteen (18%) percent or the maximum rate allowed by any applicable usury law. If the deficiency is in excess of five (5%) percent of the fees theretofore computed and paid by Concessionaire for the period covered by the audit, Concessionaire shall also immediately pay District the cost of the audit in addition to such fees.

18.0 Hazardous Substances. The provisions of this section which govern Concessionaire's obligations with regard to hazardous substances, as defined below, shall survive termination of this Agreement.

18.1 Definition of Hazardous Substance. For purposes of this Agreement, "Hazardous Substances" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic", "hazardous", a "pollutant", or similar designation under any federal, state or local law, regulation or ordinance.

18.2 Indemnity Regarding Hazardous Substances. Concessionaire agrees to indemnify and hold District harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Concessionaire's counsel) or loss directly or indirectly arising out of or resulting from the presence of any Hazardous Substances as a result of Concessionaire's or any sub-Concessionaire's activities, whether before, during or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any clean-up, removal or restoration work, or any resulting damages or injuries to the person or property of any of the parties or to any natural resources. Upon demand by District, Concessionaire shall defend any investigation, action or proceeding alleging the presence of any Hazardous Substances in any such location, which affects the property or which is brought or commenced against District, whether alone or together with Concessionaire or any other person, all at Concessionaire's own cost and by counsel to the approved by District in the exercise of its reasonable judgment. In the alternative, District may elect to conduct its own defense at the expense of Concessionaire.

18.3 Compliance Regarding Hazardous Substances. Concessionaire has complied and

shall comply and cause all occupants of the Premises to comply, with all laws, regulations, and ordinances governing or applicable to Hazardous Substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the Premises. Concessionaire acknowledges that Hazardous Substances may permanently and materially impair the value and use of the Premises.

18.4 Notice Regarding Hazardous Substances. Concessionaire shall promptly notify District if it knows, suspects or believes, there may be any Hazardous Substances in or around the Premises, or in the soil, groundwater or soil vapor on or under the property, or that Concessionaire or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substances.

18.5 Site Visits, Observations, and Testing. District and its agents and representatives shall have the right at any reasonable time to enter and visit the Premises for the purposes of observing the Premises, taking and removing solid or ground water samples, and conducting tests on any part of the Premises. District is under no duty, however, to visit or observe the Premises or to conduct tests. No site visit, observation or testing by District shall result in a waiver of any default of Concessionaire or impose any liability on District.

19.0 Non-Discrimination. The Standard Non-Discrimination and Airport Development Provisions for Agreements attached hereto as Exhibit "B" are incorporated herein by this reference. Concessionaire's failure to abide by the requirements set forth therein shall constitute a breach of the terms of this Agreement in like manner as if the same were contained herein as covenants and conditions.

20.0 Attorney's Fees. In the event that any suit is commenced to enforce, protect or establish any right or remedy or to interpret any of the terms and conditions hereof, including without limitation a summary action commenced by District under laws of the State of California relating to unlawful detainer of property, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

21.0 Access by District. Concessionaire shall permit District and its agents to enter the Premises at any and all times during normal business hours or as needed in emergency situations, for all appropriate purposes, including, without limitation, the following purposes: (a) to inspect the Premises; (b) to maintain the Airport; (c) to maintain or make such repairs to the Premises as District is obligated or may elect to make; (d) to make repairs, alterations or additions to any other portion of the Airport; (e) to post notices of non-responsibility for alterations, additions or repairs; (f) to show the Premises to prospective purchasers or Concessionaires. District shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to Concessionaire for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned.

22.0 Miscellaneous.

22.1 Time. Time is of the essence of this Agreement and of each and every one of the provisions herein contained except in respect to delivery of possession of the Premises to

Concessionaire.

22.2 Entire Agreement. This Agreement sets forth all the covenants, agreements and conditions between District and Concessionaire concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings either oral or written between them. No subsequent alteration, amendment change or addition to this Agreement shall be binding upon District or Concessionaire unless reduced to writing and signed by each of part.

22.3 Notices. Wherever notice is required by the terms of this Agreement, notice shall be deemed complete upon personal service of written notice upon the party or parties to whom such notice is given or such notice may be given by prepaid U. S. first-class mail addressed to District at 200 Fred Kane Drive, Suite 200, Monterey, California 93940 or addressed to Concessionaire at 200 Fred Kane Drive, Suite 103, Monterey, California 93940 and such notice shall be deemed complete upon deposit in the United States mail within the State of California.

22.4 Captions. The headings and titles to the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction of interpretation of any part of this Agreement.

22.5 Applicable Law. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.

22.6 Force Majeure. Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substance therefore, governmental restrictions, governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except for the obligation imposed with regard to rental and other charges to be paid by Concessionaire pursuant to this Agreement.

22.7 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition shall be valid and enforced to the fullest extent possible permitted by law.

22.8 Tense, Number and Gender. Each number, tense and gender used in this Agreement shall include any other tense, number or gender where the context and the parties hereto or the context and references therein shall require.

22.9 No Partnership. District is not in any way or for any purpose a partner to Concessionaire in the conduct of Concessionaire's business or otherwise, or a joint venture or a member of a joint enterprise with Concessionaire. The provisions of the Agreement relating to the rent and other fees payable hereunder are included solely for the purpose of providing a method whereby the rent is measured and ascertained.

22.10 Exhibits Incorporated. All exhibits to which reference is made in this Agreement are

deemed incorporated in this Agreement by reference as though fully set forth herein, whether or not actually attached.

22.11 Counterpart Copies. This Agreement may be signed by any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated.

MONTEREY PENINSULA AIRPORT DISTRICT

CONCESSIONAIRE

Michael La Pier, AAE, Executive Director

Ditas Asignacion, DBA Gifts and More

Date: _____

Date: _____

EXHIBIT "B"

STANDARD NONDISCRIMINATION AND AIRPORT DEVELOPMENT PROVISIONS FOR AGREEMENTS

1. Concessionaire for himself/herself/itself and all heirs, personal representatives, successors in interest, and assigns, as a part of the consideration for the Agreement to which these Standard Nondiscrimination and Airport Development Provisions For Agreements are attached or made a part (hereinafter, the "Agreement"), does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Agreement (the "Premises") for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Concessionaire for himself/herself/itself and all personal representatives, successors in interest, and assigns, as a part of the consideration for the Agreement, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. Concessionaire for himself/herself/itself and all personal representatives, successors in interest, and assigns, as a part of the consideration for the Agreement, does hereby covenant and agree as a covenant running with the land that in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate the Agreement and to reenter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Concessionaire shall furnish all accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of the Agreement and in the event of such non-compliance District shall have the right to terminate the Agreement and the estate thereby created without liability therefore or at the election of District or the United States either or both said governments shall have the right to judicially enforce these provisions.
6. Concessionaire agrees that Concessionaire shall insert the above five provisions in any sublease, lease agreement or other contract by which Concessionaire grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.
7. Concessionaire assures that Concessionaire will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that Concessionaire will require that Concessionaire's covered sub-organizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. District reserves the right to further develop or improve the landing area of the Monterey Regional Airport (the "Airport") as District sees fit, regardless of the desires or view of Concessionaire and without interference or hindrance.
9. District reserves the right but shall not be obligated to Concessionaire to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Concessionaire in this regard.
10. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States, relative to the development, operation or maintenance of the Airport.
11. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking *off* from or operation of the Airport.
12. Concessionaire agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building in planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.
13. Concessionaire by accepting the Agreement expressly agrees for himself/herself/itself and all successors and assigns that Concessionaire will not erect nor permit the erection of any

structure or object, not permit the growth of any tree on the Premises above the mean sea level elevation not applicable feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Concessionaire.

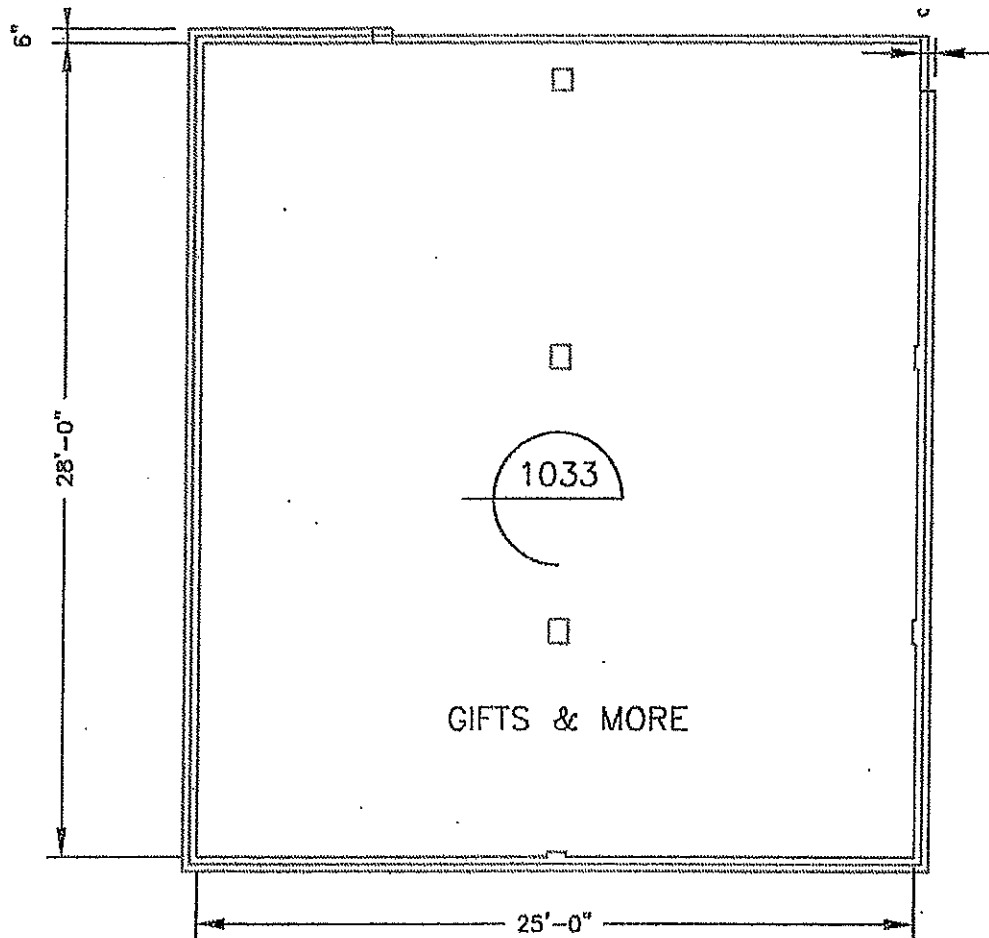
14. Concessionaire by accepting the Agreement expressly agrees for himself/herself/itself and all successors and assigns that Concessionaire will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Monterey Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of the Concessionaire.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. The Agreement and all the provisions thereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

EXHIBIT "A"

PREMISES



AGENDA ITEM: G-3

DATE: July 20, 2022

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Planning and Strategy
DATE: July 1, 2022
SUBJ: Resolution No. 1827, A Resolution Approving the FY 2022-2028 Airport Capital Improvement Plan (ACIP); Approve Submittal to the FAA; Authorize the Executive Director to Execute All Supporting Documents

BACKGROUND. The Federal Aviation Administration (FAA) requires Airport Sponsors, such as the District, to annually prepare a list of project improvements deemed necessary or desirable to be undertaken during the coming five fiscal years. This list of projects, or ACIP, typically includes eligible projects that may be funded up to 90.66% by grant monies awarded by the FAA. To qualify for such grant funding, the District must annually submit an ACIP to the FAA, together with related applications. The proposed FY 2022-2028 ACIP is primarily based upon the adopted Master Plan, a recent meeting with FAA representatives, and on-going needs analysis accomplished by Staff.

SCOPE OF WORK. The proposed ACIP includes conceptual projects anticipated to be undertaken in the next five years, as well as multi-phased project components included in the Airfield Safety Enhancement Program for Taxiway "A" Relocation, as evaluated in the National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) dated June 8, 2020.

The specific scope of work for each project will be refined during the "application for funds" process, and ultimately determined during the project's design phase.

BUDGET EFFECT. None. Approval of the ACIP does not commit the District to the expenditure of funds. Rather, grant agreements and contract execution for construction and/or professional design service contractors, which all require Board approval, establish the commitments to expend District funds. Projects included in the proposed ACIP are typically funded by a combination of Airport Improvement Program (AIP) funds and Passenger Facility Charge (PFC) match funds. The projects that are under contract or anticipated to commence each Fiscal Year are routinely included in the annual Capital Improvement Program (CIP) budget adopted by the MPAD Board.

SOURCE OF FUNDS. FAA AIP funds and PFC monies.

IMPACT ON REVENUES. None.

SCHEDULE. Annually, the FAA requires submission of the ACIP. The ACIP proposed by Staff is being presented to the Board for approval, in anticipation of meeting the FAA deadline.

IMPACT ON OPERATIONS. Not applicable.

RECOMMENDATION. Adopt Resolution No. 1827, A Resolution Approving the FY 2022-2028 Airport Capital Improvement Plan (ACIP); Approve Submittal to the FAA; Authorize the Executive Director to Execute All Supporting Documents.

ATTACHMENTS.

Resolution No. 1827
Proposed FY 2022-2028 Airport Capital Improvement Plan

RESOLUTION NO. 1827

A RESOLUTION APPROVING THE FY 2022-2028 AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP); APPROVE SUBMITTAL TO THE FAA; AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL SUPPORTING DOCUMENTS

WHEREAS, the Monterey Peninsula Airport District owns and operates the Monterey Regional Airport; and

WHEREAS, regular Board meeting updates have included review of the Airfield Safety Enhancement Program for Taxiway "A" Relocation and future Monterey Regional Airport projects and the priorities for same; and

WHEREAS, the Monterey Peninsula Airport District has compiled a list of capital improvement projects in the Airport Capital Improvement Plan (ACIP) that will best serve current and future airport users while maintaining airport facilities; and

WHEREAS, the FY 2022-2028 ACIP includes conceptual projects anticipated to be undertaken in the next five-years as well as multi-phased project components included in the Airfield Safety Enhancement Program for Taxiway "A" Relocation as evaluated in the National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) dated June 8, 2020; and

WHEREAS, the Federal Aviation Administration (FAA) and the California Department of Transportation may provide funds for qualified ACIP projects.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT THAT: the Executive Director of the District, or his designee, is authorized and directed, for and on behalf of the Monterey Peninsula Airport District, to submit the attached FY 2022-2028 ACIP to the FAA and funding application(s) in support thereof, and to execute and submit all future documents necessary to implement such ACIP and application(s), including grant agreements and any amendments thereto, and that the District Secretary or Acting District Secretary is authorized to affix thereto the official seal of said District. Such grant agreements and amendments executed by the Executive Director are hereby approved, as though set forth in full.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 20th day of July 2022 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 20th day of July, 2022

Carl Miller, Chair

A T T E S T

Michael La Pier, AAE
District Secretary

Monterey Regional Airport - PROPOSED ACIP 2022-2028

Safety Enhancement Program (SEP) for Taxiway A Relocation and Associated Demolition and Relocation of General Aviation Facilities Passenger Terminal and Other Facilities		Phase A Funded/Constructed	Phase B	Phase C
		Phase D	Phase E	
	PROJECT DESCRIPTION	Project Cost	FAA AIP Eligible Est.	Local Share/ AIP Match
Phase A		GA Apron and Northeast VSR in construction		
Phase B		Commercial Apron Design in design process		
2022				
1	SEP for Taxiway A Relocation - Phase C-1 DB ARFF Airfield service road	\$ 700,000	\$ 634,620	\$ 65,380
2	SEP for Taxiway A Relocation - Phase C-2 DB ARFF Construction	\$ 8,245,779	\$ 7,475,623	\$ 770,156
3	SEP for Taxiway A Relocation - Phase C-3 DB Demo ARFF Southside	\$ 800,000	\$ 725,280	\$ 74,720
4	SEP for Taxiway A Relocation - Phase D-1 Terminal Building Design	\$ 2,775,000	\$ 2,515,815	\$ 259,185
12	10R-28L Pavement Rehabilitation Treatment (mill & fill specific area) (slurry remaining)	\$ 2,170,000	\$ 1,967,322	\$ 202,678
2022	TOTALS	\$ 14,690,779	\$ 13,318,660	\$ 1,372,119
2023				
5	SEP for Taxiway A Relocation - Phase B-2 Demo Southside GA	\$ 1,400,000	\$ 1,269,240	\$ 130,760
6	SEP for Taxiway A Relocation - Phase B-3 Commercial Apron Construction Phase 1	\$ 21,900,000	\$ 19,854,540	\$ 2,045,460
13	Purchase new ARFF Vehicle	\$ 800,000	\$ 725,280	\$ 74,720
2023	TOTALS	\$ 24,100,000	\$ 21,849,060	\$ 2,250,940
2024				
7	SEP for Taxiway A Relocation - Phase B-4 Commercial Apron Construction Phase 2	\$ 21,900,000	\$ 19,854,540	\$ 2,045,460
2024	TOTALS	\$ 21,900,000	\$ 19,854,540	\$ 2,045,460
2025				
8	SEP for Taxiway A Relocation - Phase D-2 Terminal Building	\$ 65,250,000	\$ 21,808,082	\$ 43,441,918
2025	TOTALS	\$ 65,250,000	\$ 21,808,082	\$ 43,441,918
2026				
9	SEP for Taxiway A Relocation - Phase D-3 Relocated Parking and Roads	\$ 9,700,000	\$ 8,794,020	\$ 905,980
2026	TOTALS	\$ 9,700,000	\$ 8,794,020	\$ 905,980
2027				
10	SEP for Taxiway A Relocation - Phase E-1 Taxiway A Shift Construction	\$ 1,800,000	\$ 1,631,880	\$ 168,120
2027	TOTALS	\$ 1,800,000	\$ 1,631,880	\$ 168,120
2028				
11	SEP for Taxiway A Relocation - Phase E-2 Demolish Old Terminal Bldg	\$ 4,600,000	\$ 4,170,360	\$ 429,640
2028	TOTALS	\$ 4,600,000	\$ 4,170,360	\$ 429,640

AGENDA ITEM: G-4
DATE: July 20, 2022

TO: Board of Directors, Monterey Peninsula Airport District
FROM: Michael La Pier, Executive Director
SUBJ: Resolution No. 1828, A Resolution Adopting the Revised Commercial Ground Transportation Rules and Regulations

BACKGROUND. As part of the framework for regulating ground transportation operators is the implementation of Commercial Ground Transportation Rules and Regulations. The concept of these rules and regulations is to define clarity on specific operating practices on Airport property with the mechanism(s) of an open-entry system in place. This Board adopted the original set of rules and regulations with Resolution No. 1564 on December 14, 2011 and revisions on February 13, 2013 (Resolution No. 1594), on September 9, 2015 (Resolution No. 1652), and September 13, 2017 (Resolution 1692).

STAFF ANALYSIS. Over time, ground transportation rules and regulations need to be reviewed for effectiveness or updated to conform with industry and technology changes. The basic premise of the changes in this document are:

- Move from Beacon Technology system to an **OBD-II Interface:** A device installed in the engines diagnostic On Board Diagnostics (OBD) port to provide real-time GPS tracking data for vehicles entering and exiting a preset Geofence area.
- Reflect the structural contract changes for Airport Police services.

SOURCE OF FUNDS. FY23 Operating Budget.

IMPACT ON REVENUES. Cost is included in the FY23 Budget; the cost is a similar expense to the Beacon Technology system at approximately \$2,900 per month.

IMPACT ON OPERATIONS. The adoption of these revised Commercial Ground Transportation Rules and Regulations allows for a seamless transition to the OBD-II system.

CONTINGENCY. None.

RECOMMENDATION. Adopt Resolution No. 1828, A Resolution Adopting the Revised Commercial Ground Transportation Rules and Regulations.

ATTACHMENTS.

Resolution No. 1828

Track Changes of document of the Revised Commercial Ground Transportation Rules and Regulations

RESOLUTION NO. 1828

**A RESOLUTION ADOPTING THE REVISED COMMERCIAL GROUND
TRANSPORTATION RULES AND REGULATIONS**

WHEREAS, the Board of Directors adopted an ordinance on June 30, 2011 to regulate commercial passenger vehicles (Ordinance 911) and an ordinance establishing and regulating an open entry taxi system on December 14, 2011 (Ordinance 912); and

WHEREAS, on September 13, 2017 the Board of Directors adopted Resolution 1692, the revised Commercial Ground Transportation Rules and Regulations governing taxi service and other commercial passenger vehicles on the airport as necessary for the safety of airport passengers; and

WHEREAS, the advance in technology requires a move away from a Beacon Technology system to an On Board Diagnostics-II (OBD) Interface system; and

WHEREAS, Airport Staff have made necessary changes to the Commercial Ground Transportation Rules and Regulations to regulate ground transportation enforcement; and

WHEREAS, Airport Police and Operations staff are empowered to administer and enforce these revised Commercial Ground Transportation Rules and Regulations.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: that the proposed revised Commercial Ground Transportation Rules and Regulations, as attached, be adopted and the Executive Director is directed to enforce the revised Commercial Ground Transportation Rules and Regulations pursuant to Ordinance No. 916 and 923 by Monterey Peninsula Airport District Board of Directors.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE MONTEREY PENINSULA AIRPORT DISTRICT: This 20th day of July, 2022 by the following roll call vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Signed this 20th day of July 2022

Carl Miller, Chairman

ATTEST:

Michael La Pier, AAE
District Secretary

Monterey Peninsula Airport District

Commercial Ground Transportation

Rules and Regulations

The following **updates to the** rules and regulations have been adopted by Resolution **1828**, pursuant to Ordinances 916 and 923 and supersede all earlier published ground transportation rules and regulations **and in compliance with Resolutions 1788 (General Rules and Regulations) and 1789 (Minimum Standards)**.

AUTHORITY

1.0 The Monterey Peninsula Airport District Board of Directors has delegated authority to the Executive Director, his designee, or Ground Transportation Management personnel to act on its behalf in administering commercial ground transportation at the Airport, regulating the use of the facilities and services of the Airport, determining and collecting use charges therefore, enforcing these Rules and Regulations for commercial ground transportation providers and the general Airport Rules and Regulations, and carrying out such other duties and responsibilities as required to manage ground transportation.

1.1 The following rules and regulations govern the operations of all commercial ground transportation businesses upon the Monterey Regional Airport. Commercial operators of all types are covered, including, but not limited to, the following:

- (a) Transportation Charter Party Operators
- (b) Passenger Courtesy Vehicles (Hotel/Motel)
- (c) Taxicabs
- (d) Transportation Network Companies (TNC), as defined by the California Public Utilities Commission (CPUC)

1.2 These Rules and Regulations may be changed at any time by action of the Board of Directors, or without action by the Board of Directors because of requirements imposed by the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), California Public Utilities Commission (CPUC), and/or Regional Taxi Authority Rules (RTA) or other state or federal authority at any time and without prior notice. Any changes or additional requirements mandated by the FAA, TSA, CPUC and/or RTA supersede these Rules and Regulations.

DEFINITIONS

2.0 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following words or phrases have the meanings set forth below. Words or phrases that

are not defined in this ordinance, but that are defined in the California Penal Code, have the meanings set forth therein:

(a) **Airport:** means the Monterey Regional Airport and all lands owned and operated by the Monterey Peninsula Airport District for airport purposes or activities. "Airport" includes all improvements, facilities and appurtenances.

(b) **Airport Surcharge Fee:** The amount charged for each passenger(s) pick-up and drop-off per motor vehicle trip.

(c) **Beacon Technology** A Bluetooth Radio Frequency Identification (RFID) beacon used for the purpose of capturing per trip surcharges and other enforcement tracking mechanisms.

(d) **Bus:** Any passenger vehicle with single or dual rear axles capable of carrying fifteen (15) or more passengers not including the driver.

(e) **Courtesy Vehicle:** Any vehicle permitted to transport its customers as a "Courtesy" service only, not for hire/not for compensation.

(f) **Cruising:** Operation of a motor vehicle upon Airport roadways by a Commercial Operator for the purposes of soliciting or attempting to solicit passengers in any location other than in the loading and unloading areas specifically authorized for such use in these regulations.

(g) **Dwell Time Fee:** If applicable, the period of time which a motor vehicle remains upon the loading and unloading areas of the terminal.

(h) **Ground Transportation Year:** The Ground Transportation Year shall run from July 1st through June 30th.

(i) **Limousine/Van/Shuttle:** Any passenger-carrying vehicle with a maximum seating capacity of fourteen (14) passengers plus the driver operating on a "pre-arranged and on-demand" basis, transporting passengers at a per-person rate, the use of said vehicle not being exclusive to any individual or group.

(j) **Loading and Unloading Areas:** Those areas authorized for passenger loading and unloading.

(k) **Luxury Limousine:** A vehicle for hire on a charter basis which shall offer luxury features including, but not limited to, television, telephone, and beverages and has at least four doors, two on each side of the vehicle (this does not include the front or rear of the vehicle) all of which must be designated for entry and exit by its occupant. Luxury limousine does not include a taxicab.

(l) **OBD-II Interface:** [A device installed in the engines diagnostic On Board Diagnostics \(OBD\) port to provide real-time GPS tracking data for vehicles entering and exiting a preset Geofence area.](#)

(m) **Pre-arranged:** The transportation of passengers or property not "On Demand."

(n) **Replacement Vehicle:** A vehicle intended by a Commercial Operator to replace a vehicle that has been registered for the ground transportation year but was subsequently destroyed or sold.

(~~oA~~) **Revocation**: The revocation of a Commercial Operator's privilege to operate motor vehicles on Airport property and/or to otherwise conduct business activities in the Airport Terminal.

(~~pE~~) **Scheduled Service**: The transportation of passengers or property between fixed points and over designated routes at established times as specified in the carrier's time schedule as filed and approved by the appropriate jurisdictional authority.

(~~qF~~) **Solicitation**: Any attempt or act by or for a Commercial Operator, direct or indirect, verbal, non-verbal or written, of whatever nature to obtain passengers or baggage.

(~~rG~~) **Sticker Permit**: An annual permit for each motor vehicle picking up passengers (and drop-offs for taxicabs) at the airport.

(~~sH~~) **Suspension**: The temporary discontinuance of a Commercial Operator's privilege to operate motor vehicles on the Airport and/or to conduct business activities in the Airport Terminal.

(~~tI~~) **Taxicab**: Any passenger-carrying vehicle with a maximum seating capacity of seven (7) passengers plus the driver holding a permit issued by the Regional Taxi Authority for transportation of passengers and their baggage in taxicab service operation on a "pre-arranged and on-demand" basis, the first passenger: (1) having exclusive use of the vehicle unless he/she agrees to "Multiple Loading"; and (2) having the ability to designate any destination, route, or stops desired on the route.

(~~uJ~~) **Taxi Holding Lot**: An area dedicated to queuing of taxi operators prior to being dispatched to the terminal.

(~~vK~~) **Taxi Terminal Queuing Area**: An area dedicated to queuing of taxi operators at the terminal.

(~~wL~~) **Terminal**: means all buildings and structures located within the airport and open to the public for the purpose of flight ticket purchase, public lobby, waiting, baggage check-in and those other services related to public air travel.

(~~xM~~) **Transportation Network Company or TNC**: A CPUC permitted company or organization, whether a corporation, partnership, sole proprietor or other form, that provides prearranged transportation services using an Online-Enabled Platform, Mobile Device or Application to connect passengers with drivers using personal vehicles.

(~~yN~~) **TCP/Courtesy Vehicle Holding Lot**: An area, if applicable, dedicated to the queuing of TCP and Courtesy Vehicles prior to pre-arranged and on-demand passenger pick-ups at the terminal.

COMPLIANCE

3.0 Commercial Operators conducting business activities upon Airport premises shall comply with all laws of the United States and the State of California, all rules and regulations promulgated by the Monterey County Regional Taxi Authority or the California Public Utilities Commission, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA) and the Rules and Regulations of this document.

3.1 No Commercial Operator upon Airport property shall fail to obey any lawful directive of any Police Officer, Operations Staff, or Regional Taxi Authority Administrator (taxicabs only). Authority is hereby vested in Airport Police and Operations staff to enforce these regulations including, by way of example but not by way of limitation, authority to monitor the business activities – including electronic tracking and camera surveillance monitoring - and the meet and greet of passengers by commercial operators at the Airport, to control vehicular traffic and solicitation at the Airport, to direct motor vehicle movements within commercial loading and unloading areas, and to require the removal of commercial motor vehicles from loading and unloading areas in order to alleviate congestion.

AIRPORT ACCESS

4.0 All commercial ground transportation activities, including those operations conducted under proper California Public Utilities Commission and/or Monterey County Regional Taxi Authority, are prohibited on the Airport, unless expressly permitted to operate on the Airport in writing, in advance, and under permit by the Executive Director or designee.

4.1 Each Commercial Operator seeking to conduct business activities and to operate motor vehicles upon Airport premises shall register with the Airport ~~Police Department Administrator~~ Operations Office each Ground Transportation Year and shall possess an airport sticker permit for each vehicle accessing the Airport for the purpose of conducting business at the Airport, or shall be assessed a penalty fee. Taxicab operators, as a combined fee, must purchase an airport sticker permit and OBD-II Device ~~Beacon medallion~~.

FEES AND PENALTIES FOR GROUND TRANSPORTATION

5.0 **Permit Fee:** Each Commercial Ground Transportation Vehicle defined in section 1.1 shall pay Monterey Peninsula Airport District a permit fee per vehicle annually to operate at the Airport. A permit involves the issuance of a colorized sticker for all commercial operators designated for the appropriate ground transportation year, and a Beacon Medallion issued one-time only for taxicabs (Section 6). Permit fees are established in the rates & charges schedule established by Board resolution or incorporated within the contractual agreement.

If airport access commences during the annual permit cycle, the Commercial Operator shall pay the pro-rated portion of the annual fee for the remainder of the term of the annual permit. The term of the annual permit is from July 1st through and including June 30th. Each Operator shall pay the applicable permit fee in advance, (a) on or before the date it wishes to commence operations (if purchasing a new permit); or (b) on or before July 1st of each year (if renewing an annual permit).

5.1 **Permit Process:** A registration application must be completed in full and applicable insurances and other requirements set forth in this document including annual permit fees due must be received by ~~the Airport Police Operations Administrator~~ prior to the issuance of a ~~Beacon Medallion~~ OBD-II Device (for taxis only) and Sticker Permit. ~~OBD-II device~~ and Sticker Permits may be purchased by appointment at the Airport Police Operations Office. Notifications will be issued via mailings, website postings and/or other announcements prior to each Ground Transportation Year.

5.2 **Airport Surcharge Fee**: Each Commercial Taxicab Operator dropping off and picking up passengers will be automatically assessed an airport per trip surcharge fee upon entering the pick up or drop off locations listed in section 8.0 (b & c) except by waiver listed in section 5.3. Each represented taxicab company will be issued a monthly invoice with the total surcharges incurred by its fleet. Each TNC will be assessed an airport per trip surcharge fee for each Pick Up and Drop Off. The TNC Operator shall remit payment of fees within thirty (30) calendar days to the Airport. Surcharge fees are established in the rates & charges schedule established by Board resolution.

5.3 **Airport Surcharge Fee Waivers**: Each Commercial Taxicab Operator dropping off or picking up passengers will not be assessed an airport per trip surcharge fee under the following events:

- a) After an airline arrival, the taxicab operator does not receive a fare and the wait period is more than one hour between schedule airline operations whereby the operator chooses to leave the premises.
- b) When a passenger returns to the Airport to retrieve lost luggage or a rental car which was unavailable during their initial flight arrival.
- c) An RTA senior script program voucher.
- d) Other unusual circumstances deemed acceptable by the Executive Director, or his designee.

5.4 **Procedures to remove Airport Surcharge Fees**: Each Commercial Taxicab Operator pursuant to section 5.3 shall immediately declare their request for the removal of said fee before leaving the premises. The method of documentation will be established by the Executive Director, or his designee and shall be strictly enforced. The Airport Police and Operations staff will regularly audit this documentation and review surveillance footage to verify the removal of surcharge fees. Any operator falsifying documentation with support of camera surveillance will be assessed a penalty fee.

5.5 **Delinquent Fees**: Commercial Operators are considered delinquent after the original due date referenced is section 5.2. Airport Surcharge Fees not received by the Airport District prior to 5:00pm, on the day after the due date, the Commercial Operator shall pay a late charge of five percent (5%). At the discretion of the Executive Director, Commercial Operators with delinquent fees attempting to access the Airport may be expelled without having access to passengers or the terminal, and will not be allowed to conduct any Ground Transportation business. Expulsion will be performed by Airport Operations Staff, or Law Enforcement Officers. The Airport will mail a statement for payment in arrears as a written record of fees owed.

5.6 **No Diversion of Passengers**: Ground Transportation Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer or item to a location off the Airport, in order to pick up or drop off said customer or item off the Airport and thereby avoid paying the fees and charges that would otherwise be owed to Airport hereunder. For example, and without limiting the foregoing, a Ground Transportation Operator shall not instruct a customer to utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off the Airport in order to then pick up the customer or item at a hotel/motel off the Airport to avoid paying fees and charges hereunder. A Ground Transportation Operator shall not instruct a potential customer to utilize a taxicab, TNC, limousine, or other form of public transportation, and offer to reimburse the customer for the cost of said transportation, in order to pick up the customer or item at a location off the Airport.

5.7 **Refusal of Fares:** Commercial Operators may only refuse a fare as follows:

- (a) A voucher offered by the Airlines.
- (b) If the passenger(s) luggage exceeds the capacity of the vehicle.
- (c) Any other right of refusal as stipulated in the Rules & Regulations set forth by the Public Utilities Commission, or Regional Taxi Authority.

5.8 **Penalties:**

(a) Every person who violates any provision of these rules & regulations is guilty of an infraction and upon conviction thereof shall be punishable by the penalties defined under MPAD Ordinances 916 or 923, and any additional rules and/or regulations imposed by the California Public Utilities Commission or Monterey County Regional Taxi Authority Regulations.

(b) In any action or proceeding to collect fees, penalties and interest due under these rules and regulations, the Airport shall be entitled to recover from the other party all costs, expenses and attorney's fees associated with such collection.

(c) Should Commercial Operator(s) fail to timely pay all fees and expenses as required by these Rules and Regulations, such Commercial Operator may be denied access to the Airport until payment in full is made, including any applicable late fees.

(d) Jurisdiction and venue for any suit, right or cause of action arising under or in connection with these Rules and Regulations shall be exclusively in the County Court of Monterey, California.

BEACON MEDALLION OBD-II DEVICE REQUIREMENTS

6.0 The Monterey Peninsula Airport District maintains and operates an ~~RFID sensor~~GPS Geofence system using ~~Beacon OBD-II~~ Technology. Commercial Taxicab Operators operating on Airport property shall secure a ~~Beacon Medallion~~OBD-II for each of their vehicles and follow the medallion fee and display guidelines for passenger operators described in section 7. At the discretion of the Airport Board of Directors, TCP and Passenger Courtesy Vehicle Operators may be required to purchase an ~~AVI Medallion~~OBD-II device and assessed an airport surcharge.

6.1 Airport sticker permits and Medallions purchased from other airports may not be used.

6.2 Unless authorized by the Executive Director or designee, airport sticker permits and ~~Beacon Medallions~~OBD-II devices shall not be transferred between or among vehicles within the fleet of a Commercial Operator and the use by a Commercial Operator of an airport sticker permit and ~~Beacon Medallion~~OBD-II device issued to a different Commercial Operator is strictly prohibited.

6.3 ~~Medallions~~OBD-II devices will be deactivated in the event of misuse and access to the Airport denied.

AVI MEDALLION FEE AND DISPLAY GUIDELINES FOR COMMERCIAL OPERATORS

7.0 All taxicab vehicles providing service at the Monterey Regional Airport are required to obtain and display a ~~Beacon Medallion~~OBD-II device with an airport operating permit sticker. All TCP ~~and~~, Courtesy Vehicles ~~and TNC Operators~~ pursuant to Ordinance 916 are only required to purchase an annual Airport sticker operating permit at this time. Any Commercial Taxicab Operator that does not display a ~~Beacon Medallion~~OBD-II device and Permit Sticker will immediately be issued a citation assessed as a penalty in an amount as prescribed in Ordinance 916 or 923 and required to leave the Airport premises immediately.

7.1 The following rules apply to all ~~AVI Medallion~~OBD-II device and Sticker Permit holders:

(a) ~~Beacon Medallions~~OBD-II devices and Sticker Permits must be affixed as directed so they are plainly readable by Airport District Police and Operations staff at all times. The exact location of the ~~Medallions~~OBD-II devices and Sticker Permits will be affixed to the vehicle by ~~Airport Police or~~ Operations staff. Use of fixatives other than permanent adhesive is prohibited and shall result in the loss of tampered or improperly affixed ~~Beacon Medallion~~OBD-II device and Sticker Permits. The Airport Police, Operations staff or Regional Taxi Authority administrator is hereby authorized to check the fixative or use of any permit which may appear suspect. ~~Undisplayed Non-displayed~~ Beacon MedallionsOBD-II devices and Sticker Permits without the appropriate color, expiration date, identification number, and ~~Beacon Medallions~~OBD-II devices and Sticker Permits displayed in any other location or with any other fixative will be deemed invalid and the vehicle will be deemed to be un-permitted and charged a Penalty Fee.

(b) ~~Beacon Medallions~~OBD-II devices and Sticker Permits are not transferable from one vehicle to another except in the case of the destruction or sale of a vehicle and its replacement, proved to the satisfaction of ~~Airport Police or~~ Operations staff at their sole discretion.

(c) If a ~~Beacon Medallion~~OBD-II device and/or Sticker Permit is damaged, destroyed or unreadable, a new ~~Beacon Medallion~~OBD-II device and/or Sticker Permit will be issued only when the remains of the purchased ~~Beacon Medallion~~OBD-II device or Sticker Permit are turned into the Airport ~~Police Operations~~ Department ~~Administrator~~. Should ~~Beacon Medallions~~OBD-II devices become inoperable for reason of neglect or abuse, it is the responsibility of the commercial operator to purchase a new one. Vehicles not displaying a ~~Beacon Medallion~~OBD-II device and/or Sticker Permit due to its damage or destruction will be assessed a Penalty Fee.

MOTOR VEHICLE OPERATING REQUIREMENTS

8.0 Commercial Operator motor vehicles with an Airport permit shall be operated in compliance with the following requirements:

(a) **Unattended Vehicles:**

1. It shall be prohibited for any Commercial Operator to leave its motor vehicles unattended upon Airport roadways or in the commercial lanes of the Terminal. Notwithstanding the foregoing, a Commercial TCP or Hotel/Motel Courtesy Vehicle Operator, may leave an unattended vehicle in an authorized area on Airport property, as outlined in Attachment #1, if meeting a pre-arranged

passenger in accordance with Sections 9.0, not longer than fifteen (15) minutes or as otherwise directed by an on-duty Airport Police Officer.

2. Vehicles left without a driver, in contravention of these rules and regulations, in unauthorized areas of the Airport, or in a manner that causes an obstruction of traffic shall be immediately towed from the Airport at Commercial Operator's expense.

3. Airport Police and Operations staff shall have authority, in their sole discretion, to require Commercial Operators to move their vehicles in order to maintain efficient traffic movement, to maintain Transportation Security Administration security requirements, and operating requirements set forth in this document.

(b) Passenger Drop-Off in Designated Areas outside the Terminal Building:

1. Commercial TCP, TNC and Courtesy Operators must deliver departing passengers to the departure curb of the Terminal in the designated parking stalls indicated in Attachment #1 unless directed by Airport or Ground Transportation Management personnel to another specific area. Attended vehicles may be in these designated drop-off areas only for the time required to unload passengers and baggage.

2. Taxicab Operators shall drop off passengers at one of the two (2) available parking stalls located immediately behind the taxi terminal queuing area (see Attachment #1). Drop-off of passengers at other terminal locations is not permitted unless unusual circumstances that require a deviation of procedures are authorized by the Airport or Ground Transportation Management personnel.

(c) Passenger Loading in Designated Areas outside the Terminal Building:

1. Commercial TCP and Courtesy Operators must pick up arriving passengers at the baggage claim area of the Terminal or in the designated parking staging area listed in Attachment #1 unless directed by Airport Police or Operations staff to another specific area. Attended vehicles may be in these designated pick-up areas only for the time required to load passengers and baggage or otherwise permitted in Section 8.0(d).

2. Taxicab Operators pick up on-demand passengers at one of the three (3) available parking stalls located at the taxi terminal queuing area (see Attachment #1). Taxicab Operators shall pick up pre-arranged passengers as indicated on Attachment #1 and as defined in Section 9.0(b), and are not authorized to leave their vehicle unattended or wait at great lengths, and must comply with Airport Police or Operations staff directives. Passenger pick-ups at other terminal locations are not permitted unless unusual circumstances require a deviation of procedures and are authorized by Airport Police or Operations staff.

3. TNC Operators shall pick up and drop off pre-arranged passengers in the area designated, as indicated on Attachment #1 and as defined in Section 9.0(b), and are not authorized to leave their vehicle unattended or wait in excess of 5 minutes, and must comply with Airport Police or Operations staff directives. Passenger pick-ups at other terminal locations are not permitted unless unusual circumstances require a deviation of procedures and are authorized by Airport Police or Operations staff.

(d) **Use of Hotel/Motel Courtesy Vehicle Staging Area:** If necessary, all TCP and Courtesy Vehicle Operators with operating privileges may make use of the fifteen (15) minute first come first served Staging Area, as outlined in Attachment #1. Drivers must remain with all parked vehicles, unless a particular driver is the one (1) designated Commercial Operator allowed inside the terminal for purposes of meeting a prearranged pick-up pursuant to these Ground Transportation Rules.

(e) **Use of Taxi Holding Lot:** All Commercial Taxi Operators who have operating privileges with the Airport shall make use of the Taxi Holding Lot (Attachment #2) when arriving at the airport to pick up an on-demand fare, unless otherwise permitted by Airport Police or Operations staff, and may park their vehicles within the temporary parking area of the Commercial Taxi Holding Lot. Drivers must remain with all parked vehicles and adhere to the posted rules set forth by Airport Management.

(f) **Use of Taxi Terminal Queuing Area:** All Commercial Taxicab Operators who have operating privileges with the Airport shall respond from the Taxi Holding Lot to the Taxi Terminal Queuing parking area in front of the terminal (Attachment #1), for queuing and loading of passengers when notified.

(g) **Taxi Staging Notifications:** All Commercial Taxicab Operators will be advised on specific procedures, developed by Airport Operations, when to respond from the Taxi Holding Lot to the Taxi Terminal Queuing Area and will only be allowed access to the Terminal in proper sequence. Taxicabs may leave the Airport premises; however forfeit their place in line if the window sequence has expired.

(h) **Cruising Prohibited:** It shall be prohibited for Commercial Operators to engage in Cruising upon Airport property.

(i) **Airport Parking Lots:** Commercial Operators shall not conduct any business upon or leave commercial vehicles in public parking lot facilities, including employee parking lots. Any commercial vehicle parked in public parking facilities will be towed at the expense of the Commercial Operator. This includes commercial vehicles used as personal vehicles of employees. Exceptions to this rule may be granted at the discretion of the Executive Director, or his designee, as defined in Section 11.0(g) and 11.0(h). It shall be the responsibility of the owner and/or operator of any such vehicle to request such an exception in advance from the ~~Airport Police or~~ Operations Department, and to furnish the license number of the vehicle which is to be parked in an Airport parking facility to the Airport Police or Operations Department if the request is granted.

(j) **Double Parking Prohibited:** Double parking of motor vehicles by Commercial Operators upon Airport roadways is prohibited.

(k) **Vehicle Trade Dress:** Motor vehicles operated upon Airport property by Commercial Operators, whether or not for hire, shall have clearly displayed name and/or trade symbol of the Operating Company and all applicable California Public Utilities Commission, Federal Highway Administration authority numbers and/or applicable rules outlined by the Regional Taxi Authority Regulations.

(l) **Vehicle Safety:** Commercial Operators shall maintain all motor vehicles operated upon Airport roadways in accordance with vehicle safety requirements of the California Public Utilities Commission and other state, county, city law and/or Regional Taxi Authority Regulations.

MEETING AND GREETING PASSENGERS

9.0 Pre-arranged Pick-ups:

(a) TCP and Courtesy Vehicle Operators, with prearranged pick-ups are authorized to meet passengers inside the Airport Terminal lobby or baggage claim, or in areas authorized by the Executive Director or his designee and as outlined in Section 8. Operators shall have a passenger waybill available if requested by Airport Management personnel. This waybill shall contain the date, full name of the passenger, number of affiliated riders, and airline with flight number. Flight numbers and date may be excluded only in cases when the patron explicitly has engaged in a business transaction with Airport Staff, its concessions or other aviation service providers. This waybill shall be carried by the driver of the Commercial vehicle operator.

(b) TNC operators must :

1. Provide Airport Police or Operations staff with evidence of a waybill upon request for pre-arranged pick-ups.
2. Avoid dwell time on the curb unless permitted by Airport Police or Operations staff.
3. May not accept airline vouchers, unless a contract has been arranged with an airline.

(c) Taxicab Operators, with pre-arranged pick-ups at the terminal are restricted as follows:

1. Flight Arrivals. The operator must produce the passenger's full name, number of affiliated riders in the same party, and the arriving airline and flight number.
2. Produce the full name of the patron which has explicitly engaged in an active business transaction with Airport Staff, its concessions or other aviation service providers.
3. May not accept Airline Vouchers as a pre-arranged pick-up fare.

9.1 No Commercial Operator of any ground transportation company may porter passenger baggage unless the passenger has, without solicitation from the Commercial Operator, requested such assistance; or unless the Commercial Operator is claiming and delivering delayed baggage under contract.

(a) **Drop Off:** If a passenger requests baggage assistance from the Commercial Operator at the time of drop-off and unloading, the Commercial Operator may assist the passenger with his or her baggage as defined in Section 8.0(a)1.

(b) **Pick Up:** If the passenger requests baggage assistance from the Commercial Operator at the time of pick-up, the Commercial Operator may assist the passenger with the baggage. The operator may take the passenger's luggage from the baggage claim area to the vehicle, and return for additional baggage without violating curbside parking privileges set in Section 8.0(a)1.

9.2 Self-service luggage carts, located throughout the Airport for use by the traveling public, shall not be gathered or retained by Commercial Operators for resale or for use in the operation of their businesses or for any other purpose. Commercial Operators shall not contract verbally or in writing with any other parties for the purpose of utilizing self-service luggage carts in the operation of their businesses.

9.3 Commercial Operators or other Company Representatives may not meet Walk-Up, or non-prearranged passengers inside the Airport Terminal.

SOLICITATION AND BUSINESS RESTRICTIONS

10.0 It shall be prohibited for any Commercial Operator to conduct any ground transportation business or concession upon the Airport or roadways or other facilities used or operated in conjunction with the Airport or for any person to sell, offer for sale or furnish any ground transportation service or commodity upon the Airport except as specifically authorized herein for Commercial Operators.

10.1 Commercial Operators shall not engage in Solicitation upon Airport premises by initiating or engaging in a conversation regarding ground transportation services with any person on the airport for the purpose of seeking passengers or customers for a commercial passenger vehicle operator; employing, inducing, arranging for or allowing any person to initiate or engage in a conversation regarding ground transportation services with any other person on the airport for the purpose of seeking passengers or customers for a commercial passenger vehicle operator; engaging in any conduct or activity intended to or apparently intended to ask, implore or persuade a passenger or potential passenger to alter his or her previously chosen mode of ground transportation or commercial passenger vehicle operator, delivering literature on the airport discussing or describing ground transportation services to be provided by a commercial passenger vehicle operator to any person on the airport; or offering ground transportation services provided by a commercial passenger vehicle operator to any person while on the airport. "Solicitation" does not include actions by employees of any airline in arranging for transportation for any passenger of such airline.

10.2 Commercial Operators likewise shall not enter into or attempt to make any arrangement with the curbside management company, maintenance employees, airline or other tenant employees, Airport District employees whether or not for compensation whereby such persons undertake or agree to engage in Solicitation for a Commercial Operator.

COMMERCIAL OPERATOR CONDUCT UPON THE AIRPORT

11.0 Commercial Operators doing business upon Airport premises as authorized herein shall abide by the following rules of conduct while upon the Airport:

(a) **Commercial Operator Demeanor:** Commercial Operators shall be courteous to the public and to other Commercial Operators and their employees. The Commercial Operator's employees shall be clean, efficient and neat in appearance. Commercial Operators shall not allow employees on the Airport to use improper language or to act in a loud or boisterous or otherwise improper manner. Commercial Operators shall not engage in open, notorious and public disputes, disagreements or conflicts intending to deteriorate the quality of the ground transportation services of Commercial Operators or their competitors or incompatible with the best interests of the public at the Airport. Obscene communications, threats of violence or physical harm, fighting, gambling, public intoxication and carrying of weapons or illegal substances on Airport premises are expressly prohibited.

(b) **Deception of the Public:** It shall be a violation of these Rules for a Commercial Operator to deceive or attempt to deceive the public through false representations concerning its prices or services or those of any other ground transportation provider.

(c) **Obedience to Signs:** Commercial Operators shall obey all posted signs located upon Airport property.

(d) **Name Identification Tags:** At all times while on Airport Property, Commercial TCP and Courtesy Vehicle Operators, shall wear identification of the driver and company representative name of the Commercial Operator with whom he or she is associated. Name identification tags for Commercial Taxicab Operators are subject to Regional Taxi Authority Regulations.

(e) **Sleeping:** Commercial Operators are prohibited from sleeping inside the Airport Terminal Building or inside their vehicles at the Taxi Terminal Queuing Area or TCP and Courtesy Vehicle staging areas. Drivers observed sleeping are subject to return to the Taxi Holding Lot or dismissed from Airport property.

(f) **Credit Card Machines:** Credit card processing equipment is required for all Taxicab and TNC vehicles. Credit card processing must support Europay (EMV) payment technology. Commercial Vehicles are prohibited to decline a fare by means of accepting cash as preference. Violators will be immediately expelled and subject to suspension and permit revocation.

(g) **Food and Drink:**

1. Commercial Taxicab Operators, with a valid permit, are authorized to purchase food and drink inside the Airport Terminal who are not actively engaged with a pre-arranged or on-demand fare, provided the following conditions are met:

~~a) The driver informs Airport Police or Operations staff in advance and within an authorized parking area as directed.~~

b)a) Does not exceed a specific time period determined.

e)b) The driver purchases their Food and Drink to go and displays a receipt if requested by Airport Police or Operations staff.

e)c) Not engage in casual conversation with other drivers within the authorized waiting areas as defined in 11.0(j).

2. No Commercial Operator shall provide food or drinks to its customers at any location upon Airport Property other than in motor vehicles operated by Commercial Operators.
3. All personal food and beverage or other items brought into the Airport Terminal by a Commercial Operator Representative must remain in the possession of the person at all times while in the Terminal. Any unattended items will be disposed of by Airport personnel.

(h) **Terminal Restrooms:**

Commercial Operators not located at the Terminal Queuing Area, are authorized to utilize the restroom facilities at the terminal provided the following conditions are met:

- 1) Not engage in casual conversation with other drivers within the authorized waiting areas as defined in 11.0(j).

- 2) Not perform any other personal or business functions in contradiction of these rules and regulations.

(i) **Gratuities**: Commercial Operators and their representatives while upon Airport property shall not solicit gratuities or tips, directly or indirectly, from their customers.

(j) **Authorized Waiting Area**: Commercial Taxicab Operators parked at the Taxi Terminal Queuing Area are authorized to wait inside their vehicle or along the sidewalk. Sitting inside the terminal is prohibited. Waiting is unauthorized in any other areas unless specifically authorized by Airport ~~Police or~~ Operations Staff for business related activity.

SUSPENSION AND REVOCATION

12.0 All Commercial Operators must comply with the lawful directives of airport staff and with these rules and regulations. The Executive Director or his designee shall have the power to suspend the operating privilege of any Commercial Operator for non-compliance with any lawful directive; a violation of these Ground Transportation Rules and Regulations; behavior that disrupts the effective operation of the Airport Terminal; or any behavior that the Executive Director or designee determines creates a danger to the Airport personnel, or the traveling public. The Executive Director or designee shall have the power to revoke the operating privileges of any Commercial Operator or its driver, employee or Company Representative for repeated non-compliance with these Ground Transportation Rules and Regulations or where the Commercial Operator or its representative is deemed a danger to the health, safety, and welfare of any Airport user, the public or Airport employee.

12.1 Suspension:

(a) Any failure to comply with the lawful directive of Airport Police and Operations staff or any violation of these ground transportation regulations by a driver, employee or Company Representative shall result in the issuance of a citation to the Commercial Operator.

(b) A Commercial Operator will be immediately suspended if the Executive Director, or his designee determines that the Commercial Operator's behavior was willful and/or deliberate and a disruption to Airport Staff or the traveling public.

(c) If the Commercial Operator whose operating privileges are or may become suspended demonstrates that it is making a good faith effort to remedy its failure to satisfy the requirements, the Executive Director or his designee may, in his or her discretion, remove or reduce the suspension. Any decision of the Executive Director concerning suspension of Airport privileges pursuant to this Section of these Rules shall be considered final agency action.

12.2 Revocation:

(a) The operating privileges of a Commercial Operator receiving three (3) infractions during a Ground Transportation Year shall be revoked for a period of one (1) calendar year.

(b) A Commercial Operator whose privileges have been revoked may apply for renewed privileges after a twelve (12) month period has elapsed following the date of revocation, during which time, said revocation was adhered to. The Executive Director, or his or her designee, in his or her discretion, may allow an earlier re-application following revocation where justified by equitable considerations.

(c) A Commercial Operator, driver, employee or Company Representative's failure to comply with the terms of revocation will result in an added suspension and/or revocation for an additional period of time, which time will be added to the current term of revocation.

(d) Notwithstanding the notice provisions hereof, the Executive Director or his designee may revoke without notice the operating privileges of any person or entity if, that person or entity is deemed to endanger the health, safety, and welfare of any Airport user, the public, or employees.

(e) Any Commercial Operator or Company Representative whose operating privileges are or may become revoked for other than a deliberate or willful violation of such requirements may request a meeting with the Executive Director or his designee so as to demonstrate to the Executive Director or his designee, at any time prior to such revocation or after such revocation has been imposed, that such operator or person has remedied or is making a good faith attempt to remedy its failure to satisfy the requirements of these ground transportation regulations granted to such Commercial Operator.

(f) If the Commercial Operator or Company Representative whose operating privileges are or may become revoked demonstrates that it is making a good faith effort to remedy its failure to satisfy the requirements, the Executive Director or his or her designee may, in his or her discretion, reverse the revocation if such revocation has been imposed, or abandon the procedure if such revocation has not yet been imposed.

(g) **Hearing Procedure:** Any Commercial Operator whose operating privileges have been revoked shall have the right to a hearing provided by the Executive Director, his designee, or in case of violations related to Regional Taxi Authority ordinances, rules or regulations, the Regional Taxi Authority Board (taxicabs); except where the basis of the violation has been proved in a court of law or before another local, state or federal regulatory or governmental agency. Such a hearing must be requested within ten (10) days of receipt of the notice of revocation. The Executive Director or his designee shall have the authority to waive the time requirements set forth herein upon good cause shown. The Executive Director, his designee or Regional Taxi Authority Board (taxicabs) decision following said hearing shall be deemed final agency action. All revocation periods will be held in abeyance pending any hearing or appeal.

INSURANCE

13.0 Commercial TCP and TNC Operators shall submit certificates of insurance in a form acceptable to the Executive Director and/or designee with coverage in amounts required by the terms of these Rules and Regulations.

13.1 Licensed Regional Taxi Authority Taxicab Operators shall maintain appropriate insurance requirements established within the Regional Taxi Authority Regulations.

13.2 Commercial General Liability Insurance: A Commercial Operator, except Taxicab Operators, shall maintain a comprehensive general liability insurance policy which will cover against liability for injury to persons and/or property, and death of any person or persons occurring in or about the airport.

(a) TCP: Commercial General Liability: Commercial General Liability Bodily Injury/Property Damage Combined Single Limit: \$1,000,000.

(b) TCP: Comprehensive Motor Vehicle Liability Insurance; Bodily Injury/Property Damage Combined Single Limit: \$1,000,000.

(c) TNC: Not less than \$1,000,000 per incident when the driver's app is enabled on airport property and a passenger match has been accepted.

13.3 Motor Vehicle Insurance: A Commercial Operator shall maintain a motor vehicle insurance policy, provided by an insurance company authorized to do business in the state of California in such minimum amounts as required by the California Public Utilities Commission or State Law.

13.4 Additional Insured: Monterey Peninsula Airport District shall be endorsed on comprehensive general liability and motor vehicle liability policies as an additional insured. The Commercial Operator, except Taxicab Operators, shall furnish certificates to the District prior to commencing operations evidencing that the insurance is in full force and effect during the term of the operating privilege and that Monterey Peninsula Airport District be notified, in writing, by the insurers at least ten (10) days prior to any cancellation of the policy.

13.5 Indemnification: Commercial Operators shall indemnify, defend, and save Monterey Peninsula Airport District and their respective agents, officers, and representatives and employees harmless from and against any and all judgments, penalties, liability or loss, including costs and reasonable attorney's fees resulting from claims or court actions, whether civil, criminal or in equity, arising directly or indirectly out of acts of the Commercial Operator, his agents, employees or servants, or through any injury or casualty occurring on the Airport as a result of said loss.

13.6 Workers Compensation: The Commercial Operator shall maintain the statutorily required workers' compensation insurance coverage on all employees unless otherwise indicated in the Monterey County Regional Taxi Authority Regulations or California Public Utilities Commission

TO: Monterey Peninsula Airport District Board of Directors
FROM: Scott E. Huber, District Counsel
SUBJ: Update to Administrative and Personnel Policy Manual

BACKGROUND. The Board will receive a brief presentation regarding the updated policies and procedures applicable to the employees of the Monterey Peninsula Airport District. The Board will consider adoption of the updated administrative and personnel policy manual.

STAFF ANALYSIS. The administrative and personnel policies and procedures should be regularly updated to ensure that they comply with the law. It has been approximately four years since the last review of the District's policies and procedures. Some of the policies and procedures applicable to District employees were stale and out of date.

Legal counsel has reviewed the policies and procedures and has updated them to comply with the current state of the federal and state law.

If approved, these updated policies and procedures will be effective immediately and will bring the District into full compliance with the current state of the law. The Board will consider adoption of the updated administrative and personnel policy manual.

FISCAL IMPACT. None.

RECOMMENDATION. Approve the updated administrative and personnel policy manual.

ATTACHMENTS.

Updated Administrative and Personnel Policy Manual



MONTEREY PENINSULA AIRPORT DISTRICT

ADMINISTRATIVE AND PERSONNEL POLICY MANUALBOOK

~~JUNE 2018~~ JULY 2022

(This page left intentionally blank.)

MONTEREY PENINSULA AIRPORT DISTRICT

200 Fred Kane Drive, Suite 200, Monterey, California 93940

<https://montereyairport.specialdistrict.org>

Welcome!

This Administrative and Personnel Policy Book has been prepared to communicate various aspects of employment with the Monterey Peninsula Airport District (“MPAD” or “District” or “Airport”) to our employees. The Policy Book serves as a complement to other employment documents, such as MOUs, individual employee agreements, and health and welfare benefit plan documents.

MPAD is a special enterprise district that was created in 1941 and is not incorporated into the city or the county; nor is it a public utility. Since its creation the Airport has evolved to continually meet the needs of its users. It has distinguished itself as an outstanding contributor to the local community and the National Transportation Plan. Monterey Airport remains dedicated to providing a solid platform for its local community and the nation as a whole.

As an employee of the District, you are an important member of a team effort. We hope that you will find your position with our organization rewarding, challenging and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members for our team. We look to you to contribute to the success of the Airport. At the same time, we are committed to providing all employees with challenge, recognition, and benefits, as we achieve our organizational mission and goals.

In these pages, we have tried to give specific answers to most of the questions from our employees. You may have other questions, which are not answered here. If you have any questions, do not hesitate to ask them. We are aware of the many different needs employees may have and are eager to help you meet them.

Again, welcome to the team! We wish you every success in your work with Monterey Peninsula Airport District.

Sincere regards,

Michael La Pier, AAE	<u>Carl Miller</u>
Executive Director	<u>Chair of the Board</u>

(This page left intentionally blank.)

TABLE OF CONTENTS

	<u>Policy #</u>	<u>Page #</u>
SECTION 1: INTRODUCTION		
INTRODUCTION/RIGHT TO REVISE	101	1-1
EQUAL EMPLOYMENT OPPORTUNITY	102	1-2
PREVENTION OF HARASSMENT AND DISCRIMINATION	103	1-4
AT-WILL EMPLOYMENT	104	1-9
SECTION II: EMPLOYMENT and LEGAL ADMINISTRATION		
EMPLOYMENT ELIGIBILITY REQUIREMENT	201	2-1
BUSINESS ETHICS	202	2-2
EMPLOYMENT CATEGORIES	203	2-3
PROBATIONARY PERIOD	204	2-6
POSITION CLASSIFICATION ADMINISTRATION	205	2-7
PERFORMANCE EVALUATIONS	206	2-9
COMPENSATION POLICY	207	2-11
COMPENSATION ADMINISTRATION	208	2-12
HOURS OF WORK	209	2-15
OVERTIME/COMPENSATION	210	2-16
ATTENDANCE	211	2-17
RECRUITMENT AND SELECTION	212	2-18
ORIENTATION	213	2-20
EMPLOYMENT OF RELATIVES	214	2-21
PERSONNEL RECORDS	215	2-15

TABLE OF CONTENTS

PROGRESSIVE DISCIPLINARY PROCESS	216	2-16
GRIEVANCE PROCEDURE	217	2-26
RESIGNATION/SEPARATION	218	2-28
HOLIDAYS	219	2-30
VACATION	220	2-31
SICK LEAVE	221	2-33
REASONABLE ACCOMODATIONS	222	2-36
LEAVES OF ABSENCE	223	2-37
TRAVEL AND OTHER EXPENSE REIMBURSEMENT	224	2-45
PROFESSIONAL DEVELOPMENT AND CERTIFICATION	225	2-52
HEALTH INSURANCE AND RETIREMENT	226	2-56

SECTION III: EMPLOYEE CONDUCT

DRUG FREE WORKPLACE	301	3-1
SMOKING	302	3-9
WORKPLACE SECURITY, SAFETY, AND VIOLENCE IN THE WORKPLACE	303	3-10
VEHICLE USE/DRIVING ON DISTRICT BUSINESS	304	3-12
CELLULAR PHONE	305	3-18
DISTRICT PROPERTY AND ELECTRONIC COMMUNICATIONS	306	3-20
DRESS CODE	307	3-23
USE OF PERSONAL ITEMS	308	3-24
REQUESTS FOR INFORMATION AND MEDIA CONTACT	309	3-25

TABLE OF CONTENTS

GRATUITIES	310	3-26
SECTION IV: DEFINITIONS		
DEFINITION OF TERMS		4-1
SECTION V: APPENDICES		
ACKNOWLEDGEMENT OF RECEIPT		5-1
TRAVEL AND REIMBURSEMENT FORMS		5-2
REASONABLE SUSPICION FORM (DRUG FREE WORKPLACE)		5-7

MONTEREY PENINSULA AIRPORT DISTRICT

OUR MISSION

Our mission is to provide the region convenient commercial and general aviation access to the national air transportation system, operate the airport in a safe, efficient, sustainable, and fiscally responsible manner, and develop the airport to meet future needs, opportunities, and challenges.

OUR VALUES

We strive to conduct our daily activities in a way that reflects pride, efficiency, professionalism, and competence with a team oriented and supportive approach. Individually and as a team we hold and practice the following core values:

- Being fiscally responsible
- Protecting our natural resources
- Developing solutions that work today and for future generations
- Providing excellent quality service and creating quality work product
- Collaborating with each other and our stakeholders
- Being industry leaders in regional air transportation
- Supporting efficiency and alignment with the mission of the Monterey Peninsula Airport District through our resources and work

The attainment of our mission and values and the successes we have been able to attain as a District depend on the creativity and dedication of our employees. The services provided by our organization depend on your dedication and cooperation. We encourage you to share your ideas and your suggestions.

(This page left intentionally blank.)

SECTION I:

INTRODUCTION

(This page left intentionally blank.)

POLICY

This Administrative and Personnel Policy Book contains the administrative and human resources policies, practices, guidelines and procedures that the Airport has in effect at the time of publication, as approved by the Board of Directors. All employees should read, understand, and comply with all provisions of this Policy Book. It describes many of the responsibilities of an employee and outlines the programs developed by the Airport to benefit employees. One of our objectives as an employer is to provide a work environment that is conducive to both personal and professional growth while delivering high quality service to the public.

All previously issued human resources, personnel or administrative handbooks, manuals, resolutions, and/or policy statements or memoranda are superseded by this Policy Book.

If a provision of these rules conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement will be deemed controlling.

~~For the Airport's Police Department personnel, if a provision of these rules conflicts with any provision of the Lexipol Police Policy Manual, the provision of the Lexipol Police Policy Manual will be deemed controlling.~~

The Airport, through its Board of Directors, reserves the right to revise, modify, delete or add to any policies, procedures, work rules or benefits stated in this Policy Book or in any other Airport document. Any changes must be in writing, approved by the Board of Directors, and must be signed by the Executive Director or authorized designee. Any such written changes to this Policy Book will be generally distributed so that supervisors and employees will be aware of the new or revised policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Policy Book.

The policies and practices set out in this Policy Book or in any other administrative or personnel document, including benefit plan descriptions, are not intended to imply a contractual relationship, nor are they intended to create a promise or representation of continued employment for any employee.

Reference to the Airport throughout this Policy Book refers to the organization, Monterey Peninsula Airport District, and its staff. It is intended that wherever reference is made in this Policy Book to decisions and/or recommendations being made or actions taken by the Airport, those decisions and/or recommendations are being made by the Executive Director or authorized designee.

This Policy Book will specifically reference the Airport's Governing Board of Directors when decisions and/or recommendations are referred to that level.

Amendments to these policies and practices may be made and updated pages may be distributed from time to time.

Employees are responsible for familiarizing themselves with the contents of this Policy Book. Employees are responsible for acknowledging that the Policy Book has been read and its contents understood by signing the signature page that will be filed in the employee's personnel file. A copy of this policy book has been distributed electronically to all employees, additional copies are available to all employees from Human Resources and on the District's website by clicking the human resources tab.

POLICY#: 102**SECTION I: Introduction****SUBJECT: Equal Opportunity Employment**

POLICY

Monterey Peninsula Airport District (Airport) is an equal opportunity employer and is committed to maintaining a work environment free from unlawful discrimination and/or harassment for all its current and prospective employees as well as persons providing services pursuant to a contract.

Airport makes employment decisions based on merit. It is our goal to have the best-qualified person in every position. Airport policy prohibits unlawful discrimination on the basis of race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partnership status, age, national origin or ancestry, physical or mental disability (the term disabled or disability will be construed to apply to those individuals covered by Title 2 California Administrative Code, §7293.6(c) et seq. and 42 U.S. Code §12102 and the regulations as defined pursuant to that section), medical condition (including cancer, or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breast feeding, or related medical conditions), genetic information, military or veteran status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or any other consideration made unlawful by Federal, State or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. All such discrimination is unlawful.

The Airport is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Airport and prohibits unlawful discrimination by any employee of the Airport, including supervisors and co-workers. The Airport considers the attainment of equal employment a major Airport objective and is committed to providing equal employment opportunities to all qualified persons and applicants.

The Airport will not discriminate with respect to recruitment, hiring, training, promotion, transfer, discipline, termination, and other terms and conditions of employment. All other personnel actions or programs such as compensation, benefits, transfers, layoffs, recalls, Airport-sponsored training, education, tuition assistance, social and recreational programs will be administered in a non-discriminatory manner. All employment decisions will be consistent with the principle of equal employment opportunity.

The Airport endeavors to recruit qualified individuals from appropriate sources that represent all segments of the community. Selection and advancement are determined based on relative ability, knowledge, and skills after a fair competitive process.

The Airport is committed to a policy and practice of complying with the Americans with Disabilities Act to ensure equal employment opportunity and non-discrimination for all qualified persons with disabilities in all terms, conditions and privileges of employment. Reasonable accommodation is available to all employees and applicants, including work site accessibility.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation as well as equal treatment and reasonable accommodation in job assignments. Employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

COMPLAINT PROCEDURE

An employee or applicant who believes that he/she has been subjected to any form of unlawful discrimination should submit a complaint to their supervisor, department head or Executive Director. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If the employee needs assistance with his/her complaint, or if he/she prefers to make a complaint in person, he/she should contact the Executive Director. In the event an employee does not feel comfortable reporting to one of the identified individuals, employee may also report this information to the Airport's legal counsel.

Airport management will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If the Airport determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Airport will not retaliate against any employee or applicant for filing a complaint and will not knowingly permit retaliation by management or other employees.

POLICY#: 103**SECTION I: Introduction****SUBJECT: Prevention of Harassment and Discrimination**

PURPOSE

Monterey Peninsula Airport District (the Airport) is committed to providing a work environment that is free of discrimination, harassment, and retaliation in employment. This policy provides an organizational action plan and workplace conduct guidelines to maintain such an environment; further defines what is meant by these terms; provides avenues for reporting discrimination, harassment, and retaliation, and provides a procedure for investigation and resolution of employee complaints. The Airport encourages all employees, applicants, volunteers, unpaid interns and contractors to report any conduct that is believed to violate this policy as soon as possible.

POLICY

Harassment or discrimination on the basis of race (including traits historically associated with race such as hair texture and protective hairstyles), religion (including all aspects of religious belief, such as grooming practices and religious dress), color, sex (including pregnancy and breastfeeding), gender, gender identity (including transgender), gender expression, national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, or membership in any other legally protected category is unlawful and will not be tolerated. This prohibition against harassment and discrimination applies to the treatment of employees, applicants, unpaid interns or volunteers by a supervisor, management employee, elected or appointed official, co-worker, member of the public, or contractor.

Appropriate remedial measures, including disciplinary action, up to and including termination, will be instituted if prohibited behavior is found.

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this policy will be subject to disciplinary action, up to and including termination.

DEFINING HARASSMENT, DISCRIMINATION, AND RETALIATION**Harassment**

Harassment can take many forms and includes, but is not limited to, the following conduct:

- Speech, such as slurs, jokes, stories, statements, epithets, derogatory comments, unwanted sexual advances or invitations, or inappropriate comments on appearance (including dress or physical features).
- Visual conduct, such as derogatory posters, cartoons, drawings, or gestures.
- Physical acts, such as offensive touching, assault, or any physical interference with normal work or movement when directed at an individual.
- Threats or unwanted sexual advances, requests for sexual favors, and other acts of a sexual nature where rejection of the conduct is used as the basis for employment decisions, offers of job benefits in return for sexual favors, or where the conduct is intended to or does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Guidelines for Identifying Unlawful Harassment

Harassment includes any conduct taken because of the recipient's protected category, which would be unwelcome to an individual of a protected category. Protected categories include: race, religion (including all aspects of religious belief, such as grooming practices and religious dress), color, sex (including pregnancy and breastfeeding), gender, gender identity (including transgender), gender expression, national origin, ancestry, citizenship status, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, and any other characteristic protected by the Federal or State employment discrimination laws.

- The appearance of "voluntary consent" by the recipient may not be genuine. Harassment may still be occurring. There are many reasons why a recipient might appear to consent.
- Harassment can evolve over time. Just because no one objects to the behavior at the moment does not mean that the joke, gesture, picture, physical contact, or comment is welcome.
- Consensual visual, verbal, or physical conduct by two employees may be offensive to a third party and can constitute harassment of that third party.
- Conduct can be considered harassment even if the individual in violation of this policy has no intent to be harassing.

Other Forms of Harassment

Unlawful harassment is unwelcome or offensive conduct with the purpose or effect of unreasonably interfering with an individual's work performance, or which creates an intimidating, hostile, or offensive working environment that is motivated by or directed to an employee on the basis of a protected category.

Discrimination

This policy prohibits treating an individual inequitably because of the individual's protected category as defined in this policy.

Retaliation

Retaliation is defined as any adverse treatment of an applicant, employee, or contractor that occurs because that person has reported harassment or discrimination, or has participated in the complaint and investigation process.

MONTEREY PENINSULA AIRPORT DISTRICT REPORTING PROCESS – MAKING A COMPLAINT

Any employee, job applicant, unpaid intern, volunteer, or contractor who believes he or she has been unlawfully harassed should promptly report it orally or in writing to their supervisor, manager, the Deputy Executive Director of Finance and Administration, or the Executive Director. In the event an employee does not feel comfortable reporting to one of the identified individuals, employee may also report this information to the Airport's legal counsel.

Supervisors Must Report

Any supervisor who receives a complaint of unlawful harassment or who observes or otherwise learns about conduct that may be in violation of this policy must notify the Deputy Executive Director of Finance and Administration, or the Executive Director immediately. In the event that a supervisor does not feel

POLICY#: 103**SECTION I: Introduction****SUBJECT: Prevention of Harassment and Discrimination**

comfortable reporting to one of the identified individuals, the supervisor may also report this information to the Airport's legal counsel.

- Upon receiving notification of a harassment complaint, the Airport will:
- Provide the complainant with a timely response indicating that the complaint has been received and that a fair, timely, and thorough investigation will be conducted.
- Authorize and supervise a timely, impartial, fair, and thorough investigation of the complaint by qualified personnel. The investigation will be documented and tracked for reasonable progress. The investigation will afford all parties with appropriate due process, and may include interviews with the complainant, the accused harasser, and other persons, as applicable, who have relevant knowledge concerning the allegations in the complaint.
- Review the factual information gathered through the investigation to reach a reasonable conclusion as to whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- Timely report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, and the supervisor or Manager. If discipline is imposed, the level of discipline will not be communicated to the complainant. Take prompt, appropriate, and effective remedial action if conduct in violation of this Policy occurred. The remedial action will be commensurate with the severity of the offense. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including termination.
- Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

Reporting and Performance Standards

An employee, job applicant, unpaid intern, volunteer, or contractor who makes a complaint of discrimination, harassment, or retaliation is in no manner excused or exempt from the same performance standards to which others performing the same or similar work are held accountable. All job performance standards will be maintained throughout and following any investigation undertaken as a result of this procedure. Failure to meet job-related performance standards may be grounds for disciplinary action.

Other ways to Report

This policy is not intended to prohibit employees, job applicants, unpaid interns, volunteers, or contractors from filing complaints with the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission or to prevent them from pursuing other available judicial remedies. These agencies may be contacted as follows:

- California Department of Fair Employment and Housing (DFEH)
- (800) 884-1684 or www.dfeh.ca.gov
- Federal Equal Employment Opportunity Commission (EEOC)
- (800) 669-4000 or www.eeoc.gov

NO RETALIATION

The Airport is committed to ensuring that all employees, applicants, and contractors who feel comfortable in raising issues regarding conduct that violate this policy without fear of retaliation. The Airport's

commitment also is intended to encourage Airport employees to cooperate in investigations of alleged violations of this policy by providing honest, truthful, and complete information without fear of retaliation. Employees, applicants and contractors should feel free to report claims of unlawful harassment without fear of retaliation of any kind. The Airport strictly prohibits any form of retaliation against any applicant, employee or contractor who, in good faith, makes a complaint, raises a concern, provides information, or otherwise assists in an investigation, complaint or proceeding related to any alleged violation of this policy.

CONFIDENTIALITY

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. Thus, confidentiality will be maintained to the extent possible. The Airport will not disclose a completed investigation report, except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order.

TRAINING

The Airport will provide training to all employees who act in a supervisory capacity, and to elected officials in accordance with applicable Federal or State law. Training will be presented by knowledgeable trainers or educators with expertise in the prevention of harassment, discrimination, and retaliation and will include:

- At least two hours of classroom or other effective interactive training and education regarding sexual harassment and the negative effects of abusive conduct.
- Training, which includes information and practical guidance regarding Federal and State statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment.
- The remedies available to victims of sexual harassment in employment.
- Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation.

Responsibilities

Managers and supervisors are responsible to:

- Inform employees of this Policy.
- Model appropriate behavior.
- Take all steps necessary to prevent harassment, discrimination, or retaliation from occurring.
- Receive complaints in a fair and professional manner, document complaints received, and escalate complaints per this Policy so that they may be investigated and resolved.
- Monitor the work environment and take immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- Follow up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- Assist, advise, or consult with employees and the Deputy Executive Director of Finance and Administration regarding this Policy and Complaint Procedure. Assist in the investigation of complaints involving employee(s) in their departments as required and appropriate, and, if the complaint is substantiated, recommend appropriate corrective or disciplinary action in accordance with Airport rules, up to and including termination.

POLICY#: 103**SECTION I: Introduction****SUBJECT: Prevention of Harassment and Discrimination**

- Implement appropriate disciplinary and remedial actions as directed.
- Report potential violations of this Policy of which a manager or supervisor becomes aware, regardless of whether a complaint has been submitted, to the Deputy Executive Director of Finance and Administration.
- Ensure that required posters are displayed in the workplace.

Each employee or contractor is responsible for:

- Treating all employees and contractors with respect and consideration.
- Modeling appropriate behavior.
- Fully cooperating with the Airport's investigations by responding fully and truthfully to all questions posed during the investigation.
- Reporting any act, he or she believes in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy and as provided in this Policy Book.

POLICY

All employees, with the exception of represented employees covered by a valid Memorandum of Understanding providing otherwise, are employed by the District in an “At-Will” capacity. This means that every employee and the District have the right to terminate the employment relationship at any time, with or without advance notice and with or without cause.

No individual in this organization has the authority to alter that arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any modification to the “at-will” nature of an employee must be specifically authorized by a resolution passed by a majority of the Board of Directors, be contained in a written agreement, and signed by the Executive Director.

SECTION II:
EMPLOYMENT PRACTICES

(This page left intentionally blank.)

POLICY

In accordance with The Immigration and Control Act of 1986, the Airport hires only those individuals who are lawfully authorized to work in the United States.

Each new and rehired employee must provide original and current documentation to the Airport to establish employment eligibility and identification. A completed Employment Eligibility Verification Form I-9 must be furnished to the Airport within seventy-two (72) hours of date of hire. Providing false documentation or making false statements on the verification form will be grounds for immediate termination.

The District is registered with E-Verify and submits verification queries for all newly hired employees following submission of the I-9 form. Note: The District complies with California Labor Code Section 2814 and does not use E-Verify to confirm employment authorization status of existing employees or applicants prior to their offer of employment. In the event the District receives a tentative non-confirmation notice issued by the Social Security Administration or Department of Homeland Security for a new employee, it shall comply with the applicable notification procedures “as soon as practicable”.

All pre-employment and employment eligibility screening is conducted by Human Resources, or by a vendor to the District under the direct supervision as authorized by the Board of Directors.

POLICY#: 202**SECTION II: Employment and Legal Administration****SUBJECT: Business Ethics**

POLICY

It is the policy of the Airport to conduct business in accordance with the letter and the spirit of the law and in conformity with ethical standards.

Accordingly, employees must not take any action on behalf of the Airport that violates any law or regulation. Employees must adhere to ethical standards in the conduct of business. Employees may not engage in activity that results in a conflict of interest with the Airport or that reflects unfavorably on its integrity. Employees violating these standards are subject to disciplinary action, up to and including termination.

In situations involving ethical judgments, employees are encouraged to discuss matters with their supervisors or with the Executive Director of the Airport to determine the correct course of action. Certain management employees are also subject to the Airport's Conflict of Interest Code disclosure requirements. The Airport will comply with all applicable laws and regulations with regard to employees who engage in whistleblowing activities. Detail of current law may be found on employment posters located near the employee break areas.

GUIDELINES

The following are guidelines for ethical conduct that the Airport employees are expected to practice.

1. Adhere to all Airport financial policy and procedure.
2. Document use of Airport funds accurately and completely. No payments will be made with the understanding that any part is to be used for any purpose other than that described by the records supporting the payment.
3. Acceptance of gifts or cash equivalents from any person or entity doing business with the Airport is never permissible if the amount exceeds the limits established by the Fair Political Practices Commission. Gifts, favors and entertainment may be given to others at the Airport's expense only if they are consistent with accepted business practices and are of such limited value that they cannot be considered as a bribe or pay-off.
4. Observe the highest standards of ethical conduct in all relationships with other agencies and the public. It is prohibited to make disparaging statements, take any unfair actions, or participate in any activity intended to damage the Airport, other agencies or the public.
5. Report potential or actual wrongdoing. If an employee is asked to perform any act that appears unlawful, or to make or omit unlawfully any entry on the Airport's records or reports, or to suppress or hide any information in violation of policy or the law, or to disclose information in violation of policy or the law, it is that employee's duty to bring the matter to the attention of his/her manager, Department Head, and/or the Executive Director. In the event an employee does not feel comfortable reporting to one of the identified individuals, employee may also report this information to the Airport's legal counsel. An employee reporting issues of this nature will not be retaliated against.
6. Airport letterhead/stationery may be used only for Airport matters and not for personal or non-official correspondence.
7. Treat coworkers with courtesy, honesty, respect and understanding. Job-related problems should be discussed clearly, objectively, and without blame; and differences resolved fairly, professionally and promptly. Confidential matters pertaining to employees will be respected.

8. Be polite, courteous, prompt and attentive to every person who calls or visits the Airport's offices and to each other. When a situation arises where the employee does not feel comfortable or capable of handling an issue from the public, the employee's supervisor should be contacted for assistance.
9. Safeguard confidential information obtained during employment. In the course of work, employees may have access to confidential information regarding the Airport, its customers, elected officials or fellow employees. It is the employee's responsibility to protect and in no way reveal any such information, including to any media, unless it is necessary for the employee to do so in the performance of duties or required by law.
10. Avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Airport. A conflict of interest exists when the employee's loyalties or actions are divided between the Airport's interests and those of another, such as a political figure or vendor/supplier. Both the fact and the appearance of a conflict of interest should be avoided.
11. During working hours, devote attention and energies to their jobs. Regular full-time employees may not hold another paid job without approval from the Executive Director. The Executive Director may provide written approval of the outside employment, either upon hire by the Airport or when an employee requests review of outside employment so long as the outside job will not interfere with the employee providing satisfactory performance of his/her job responsibilities for the Airport. Outside employment may present a conflict of interest and be prohibited if it has an actual or potential adverse impact on the Airport. If the outside employment is authorized, the Airport assumes no responsibility for it. The Airport will not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

The reputation and good name of the Airport depends upon the honesty and integrity of each employee. It is important that employees use good judgment in the performance of their duties and responsibilities. Employees are encouraged to share their work-related concerns, seek information, provide input, and resolve work-related problems/issues through their immediate supervisor, and as appropriate, consult with any member of management toward those ends. The Executive Director, HR Manager, and Finance Director are expected to promptly inform the Board of Directors if they become or are made aware of ethics violations. The Airport's objective is to listen to employee concerns, to encourage employee input, and to seek resolution to work-related concerns, problems, and issues.

POLICY#: 203**SECTION II: Employment and Legal Administration****SUBJECT: Employment Categories**

POLICY

Employees are categorized into one of three different types of employment status: regular full-time, regular part-time, and temporary help. For the purposes of the policies included in this Administrative and Personnel Policy Book, Board members are not employees. The Executive Director is the Executive Officer and Hiring Authority for the Airport.

AIRPORT EMPLOYMENT STATUS**Regular Full-Time Employee**

Employees in this category have successfully completed a probationary period and regularly work a minimum of forty (40) hours per week. Employees in this status are required to participate in the State retirement program (CalPERS), and are eligible to participate in all benefit programs offered by the Airport subject to the terms, conditions and limitations of each benefit program.

Regular Part-Time Employee

Employees in this category have successfully completed a probationary period and regularly work more than twenty (20) hours but less than forty (40) hours per week. Employees in this status are required to participate in the State retirement program (CalPERS), and may participate in other benefits at the Airport, on a prorated basis and as defined by Federal or State law.

Temporary Help

The Airport may hire full-time or part-time temporary help to assist Airport personnel in the accomplishment of specific projects or business goals. Such temporary help will be hired for less than nine hundred sixty (960) hours each fiscal year.

Temporary employees are paid on an hourly basis and are not eligible to participate in any benefits other than those that are mandated by State and/or Federal laws and regulations. Temporary employee status is not considered for seniority or benefit longevity purposes if the employee is subsequently hired as a regular full-time or regular part-time employee.

MANDATED EMPLOYMENT CLASSIFICATIONS

All Airport positions are classified as either exempt or non-exempt according to Federal and State legal guidelines.

Exempt Positions

If a position is classified as exempt as defined by applicable Federal laws, no overtime compensation will be paid to employees occupying ~~that~~exempt positions.

Non-exempt Positions

Employees designated as non-exempt are paid on an hourly basis with overtime compensation paid in accordance with the Fair Labor Standards Act (FLSA) and any applicable MOU.

ADDITIONAL EMPLOYMENT CATEGORIES**Disaster Workers**

Government Code §3100-3109 designates all public employees as disaster workers in protection of State citizens and resources. As disaster workers, employees are required to serve during a State or local emergency providing disaster service activities as assigned by an Airport supervisor or manager.

POLICY#: 204**SECTION II: Employment and Legal Administration****SUBJECT: Probationary Period**

POLICY

The probationary period is an intrinsic part and extension of the employee selection process during which time the employee will be considered in training and under careful observation and evaluation by supervisory personnel. Probationary employees must show that they can perform the duties of the job without a need for closer supervision and monitoring than is reasonable for the position. Probationary employees must take the initiative to understand policies, regulations, and instructions and are required to deliver quality service on behalf of the Airport. Probationary employees must work and conduct themselves in a professional manner that is appropriate for the job and that exemplifies the values of the Airport to other employees, managers, supervisors, and the public. Periodically during a probationary period (at a minimum at the mid-point and just before the end of the probationary period), employee performance is evaluated

For all Airport employees, except as defined otherwise in an applicable employee agreement, a probationary period consists of the twelve (12) months following the date of hire into a regular appointment. This period can, with notice, be extended up to three additional months at the recommendation of the supervisor and with the approval of the Executive Director. Employment is not guaranteed for the entire initial or extended time covered by the Probationary Period. During the probationary period, employment may be terminated with or without cause and with or without notice. There is no grievance or appeals process upon release from probation. The Executive Director's decision is final, and the probationary employee is not entitled to any due process.

Upon promotion, an employee will also serve a 12-month probationary period (or for a duration specified in an applicable employment agreement), before obtaining regular status in that position. The anniversary date of the employee will be revised to coincide with the date of the promotion.

At the discretion of the Executive Director, a promoted employee unable to satisfactorily perform the duties and responsibilities of the promotional position may be returned to his/her previously held position during or at the conclusion of the probationary period. Nothing in this section alters the "At-Will" nature of the employment relationship between any employee and the District.

POLICY

The purpose of the Airport classification plan is to provide a system that creates an understanding of the roles, responsibilities and relationships of each job classification within the Airport, and which provides options for career advancement

A classification plan is comprised of individual class descriptions.

Class descriptions identify the essential duties, responsibilities, level of authority, knowledge, skills, education, experience, licenses and certifications required to meet the minimum performance standards for each classification at the Airport.

The Board is responsible for adopting the classification plan and authorizing the number of Airport positions. The Executive Director is responsible for ensuring that accurate class descriptions exist for all positions.

PROCEDURE

Whenever one or more new positions or classifications are to be established, or whenever, because of any change in organization or method, a significant change in duties or responsibilities of any existing position is to be made that requires the amendment of the classification plan, such revision and amendment of the classification plan will be made in the manner as provided herein:

1. Whenever the Executive Director proposes that a new class be created or that a significant change in duties or responsibilities of an existing class exists, a written report of the significant facts and a new or revised class description will be provided to the Board of Directors.
2. Based on the facts and report provided, the Board of Directors will evaluate the change of duties, and/or the new duties/responsibilities and adopt an appropriate classification and salary range. The Salary Schedule will be amended and approved by the Board of Directors.
3. The Executive Director is responsible for the preparation of a class specification for each classification in the Salary Schedule adopted by the Board of Directors. The class specifications describe common distinguishing characteristics for each classification such as title, nature of work, supervision received and exercised, examples of typical and related duties, qualifications, requirements, and relationship to other classifications in the career series, if applicable. Class specifications will be updated, maintained, or may be created on a temporary basis as the Executive Director determines necessary to properly describe the work performed and to accomplish Airport's mission, purpose and programs.
4. The Executive Director is responsible for the classification of individual positions and the assignment of classes to salary ranges within currently approved salary schedules as may be required to accomplish the Airport's mission, purpose and programs, provided that such actions are consistent with policy and will not exceed the approved budget for personnel expenses. For reassignment of a particular class to a different salary range, the Executive Director must request the official salary schedule be amended by the Board of Directors.

POLICY#: 205**SECTION II: Employment and Legal Administration****SUBJECT: Position Classification Administration**

DEFINITIONS OF CERTAIN CLASSIFICATION-RELATED EMPLOYMENT ACTIONS

Employees can transition between allocated positions through one of the following mechanisms:

Voluntary Demotion

A voluntary demotion is the movement of an employee from one class to another class having a lower maximum rate of pay. An employee who is demoted must meet the current minimum qualifications for the classification to which he or she is requesting demotion. The Executive Director has discretion to determine whether a probationary period is needed.

Promotion

A promotion is the movement of a qualified employee from one classification to a position in a classification having a higher maximum rate of pay. Promotion occurs through the competitive examination process. The appointment of an employee to a “trainee” class where he/she will advance without further competition to a position allocated at a pay level above the employee’s current pay range is a promotion. Probationary periods are required for promotional appointments.

Transfer

A transfer is a change from one position to another in the same class; or a change from a position in one class to a position in another class with an equal maximum rate of pay.

An employee who is transferred must meet the current minimum qualifications for the classification to which he or she is being transferred.

POLICY

Performance Evaluation is a constructive, collaborative process used to assess the performance of an employee, and to acknowledge strengths and weaknesses in performance over a prior fixed period of time. Performance evaluations are not disciplinary actions and thus, incidents referred to within a performance evaluation, to the extent they describe performance deficiencies should not be an employee's initial notice that a performance problem had occurred.

PURPOSE OF PERFORMANCE EVALUATIONS

The purposes of the performance evaluation include, but are not limited to, the following:

- a. To accurately assess the individual employee's performance during the period under review;
- b. To identify and acknowledge positive elements of job performance;
- c. To identify deficiencies in performance;
- d. To provide or identify measures to correct such deficiencies; and
- e. To identify potential career development objectives and to provide strategies for achieving those objectives.

PERFORMANCE RATINGS

Performance evaluations shall contain ratings for each area of assessment that are critical to measurement of performance, as well as an overall rating.

Each area of assessment shall provide a space for the supervisor to include comments and within which specific details regarding the employee performance shall be listed. Each assessment area shall be summarized with a rating determination based on performance of:

1. Exceptional
2. Exceeded Expectations
3. Met Expectations
4. Needs Improvement
5. Unsatisfactory

Each Performance evaluation shall contain an overall rating of one of the five available ratings listed above.

- It is anticipated that 10-15% of staff will rate as "Exceptional"
- 20-30% of staff are anticipated to rate as "Exceeds Expectations"
- 60-65% of staff are anticipated to rate as "Meets Expectations"
- 5-10% of staff are anticipated to rate as "Needing Improvement or Unacceptable"

PERFORMANCE GUIDANCE

An employee's evaluation shall be sufficiently specific, and include sufficient detail to inform and guide the employee in the performance of her/his duties. Performance standards are guidelines for performing the duties of a specific job. Performance standards and guidelines for performing the duties of a specific job shall be reasonable. Supervisors shall include a section in each evaluation containing specific goals for future performance and career development. These aspects of future performance shall be collaboratively developed with the employee.

POLICY#: 206**SECTION II: Employment and Legal Administration****SUBJECT: Performance Evaluations**

ANNUAL PERFORMANCE ASSESSMENT

The performance of each non-probationary employee shall be evaluated at least annually. Forty-five (45) days before an employee anniversary date, the employee shall be provided with a self-evaluation form in the format of an evaluation. The form shall include spaces for all sections of the performance evaluation. Within two weeks, the employee shall complete the self-evaluation form, providing a self-rating and description of aspects of successful or unsuccessful performance. The Employee shall return the completed form to their supervisor no later than thirty (30) days before the anniversary date.

The supervisor shall thereafter complete the performance evaluation, taking into consideration the self-evaluation information provided by the employee and any and all other information available covering the prior year's performance. The supervisor shall complete the evaluation no later than fourteen (14) days before the anniversary date.

Within seven (7) days following completion of the evaluation, the supervisor and employee shall meet to discuss the completed evaluation. During this meeting, the supervisor shall discuss all evaluation metrics with the employee and any future goals or performance targets shall be specifically addressed. Following this meeting, the supervisor and employee may agree on modifications to future performance goals, if applicable and the employee shall sign the evaluation to acknowledge receipt. If an employee determines they are unwilling to sign the evaluation, the supervisor shall note the employees' refusal to sign on the evaluation document.

FAILURE TO ISSUE AN EVALUATION:

In the event a written evaluation was due but not completed as provided for in this policy, the employee shall be entitled to any increase due, retroactive to their anniversary date. In the event an employee's evaluation remains incomplete at forty-five (45) days after their anniversary date, the employee performance shall be deemed to be the same as for the prior evaluation period and the employee shall receive the corresponding increase due, retroactive to the anniversary date. Performance shall be deemed to remain the same unless and until a new evaluation is completed in accordance with this policy.

EMPLOYEE RESPONSE TO AN EVALUATION

Performance evaluations shall not be ~~grievable or~~ subject to grievance or disciplinary appeal processes. Within thirty (30) calendar days after receiving a performance evaluation, an employee may write comments and/or a rebuttal statement pertaining to her/his evaluation or add relevant materials, which may supplement, or enhance the evaluation. When such written comments or supplemental materials are received by the Airport, they shall be reviewed by the Executive Director who may determine that a revised evaluation be issued containing modifications addressing the employee concerns. This shall be the final evaluation.

PLACEMENT IN PERSONNEL FILE

Evaluations shall be placed in the employee personnel file, and thereafter the employee may, within thirty (30) days, attach any final comments or rebuttal.

PURPOSE

The purpose of the Airport Compensation Policy is to establish objective guidelines to be used in establishing compensation for Airport positions. These guidelines are intended to ensure that Airport's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

The Airport recognizes that compensation practices impact labor costs, and that labor costs account for a significant portion of the total cost to provide safe, reliable service to its customers. The Airport recognizes that the quality and performance of its staff has a significant impact on the Airport's ability to successfully carry out its mission. In establishing a compensation policy, the Airport is balancing its objective to attract, retain, and develop high quality staff with its objective to maintain the financial health and sustainability of the Airport.

FACTORS CONSIDERED IN ESTABLISHING COMPENSATION

In setting compensation levels, the Airport considers the following factors:

Total Compensation

Airport considers total compensation, which includes wages and benefits. Benefits include active employee benefits and post-employment (retirement) benefits. Active employee benefits include examples such as paid vacation, holidays, and sick leave; medical and dental insurance; and related benefits. Post-employment benefits include pre-tax retirement savings benefits, pension benefits, and post-employment medical insurance. The Airport considers total compensation to ensure meaningful comparison between other comparable public-sector agencies and to ensure both short and long-term fiscal impacts are considered.

Regional Market Comparison Benchmarks

The Airport periodically conducts compensation surveys to compare its total compensation to that of other comparable public-sector agencies. These benchmarking comparison agencies will be representative of the agency and its employee classifications.

Market Competitiveness

The Airport recognizes that in seeking to recruit and retain high quality staff, it is competing with other employers within its industry and region. In evaluating compensation levels, the Airport also evaluates its market competitiveness based on data from the most recent compensation information collected from the compensation survey, and on data about the Airport turnover and recruitment success.

Cost of Living Adjustments (COLAs)

COLAs ~~are~~ may be applied to provide uniform adjustments to wage ranges across all job categories, with the intent of maintaining the purchasing value of wages under varying regional economic conditions. COLA adjustments are typically linked to standardized regional cost-of-living indices.

BALANCING COMPENSATION AND FINANCIAL SUSTAINABILITY GOALS

The Airport manages its compensation and resulting total cost of labor as one of several significant components that influence the Airport's financial sustainability.

POLICY

PURPOSE

Generally, the Airport's compensation is designed to include pay ranges for each class. Within such authorized pay ranges, the Airport's compensation program will be administered according to the following principles:

WAGE AT HIRE

Employees are normally hired at the lowest salary level in the applicable range. New employees may, however, be hired at a pay rate greater than the minimum in consideration of such factors as advanced or specialized education or training, level of experience, possession of highly developed technical skills, demonstrated achievements or labor market competitiveness. An applicant recommended for hiring above the starting salary rate will receive advance approval of the Executive Director. All new employees will be advised at the time of hire as to their starting rate of pay.

WAGE INCREASES

Upon an appropriate determination of work performance progress and productivity, employees may be considered eligible for a merit increase in salary once each year. Typically, consideration for a merit increase will be made on an employee's anniversary date, the anniversary of his/her hire or most recent base salary change.

An increase in salary is not automatic upon completion of specific periods of service. Employee performance will determine whether an employee receives an increase in pay. Salary increase will be implemented in compliance with performance evaluation policy.

UPON PROMOTION

Employees who are promoted to a position in a class with a higher pay range, will be entitled to receive the rate of compensation at the lowest level of the class to which they have been promoted. In cases where the pay ranges overlap, compensation upon promotion will be at the rate in the range of the new class that is at least 5% greater than the employee's current rate, provided that it is in the new range. The next higher rate will be determined on the basis of base pay and will not consider any base pay additives. An anniversary date will be established for purposes of eligibility for future step increases and is the effective date of the promotion.

UPON TRANSFER OR VOLUNTARY DEMOTION

In the case of a voluntary demotion of any employee from one position to another position in a class with a lower pay range, the employee will be compensated at the pay rate within the range for the new class which is nearest to the employee's pre-demotion pay unless a higher pay rate is authorized by the Executive Director. The employee will retain his/her original anniversary date.

In the case of the permanent transfer of any employee from one position to another in the same class, or to another class in the same pay range is applicable, the employee will remain at the same pay rate and will retain his/her original anniversary date.

OUT-OF-CLASS ASSIGNMENT

An out-of-class assignment is the temporary assignment of an employee currently in a lower job classification to the full-time performance, as determined by the Airport, of a higher job classification. An out-of-class assignment will be made in writing by the employee's supervisor or manager and must be approved by the Executive Director in advance of the commencement of the assignment.

After an employee has performed an out-of-class assignment for twenty (20) consecutive working days, such employee will receive additional compensation as required by the applicable MOU or employment agreement, or in the absence of such MOU/employment agreement, as determined by the Executive Director, beginning on the twenty first (21st) day and continuing until said employee is no longer assigned the duties of the higher-level class.

PAY PERIOD AND PAY DAY

All employees are paid twice monthly. Pay periods cover the 1st through the 15th with the payday on the 15th, and from the 16th through the last day of the month with the payday on the last day of the month.

Paycheck will include earnings for all work performed through the end of the payroll period. If a payday falls on a non-business day, the payday will generally fall on the business day preceding the regular payday.

By law, required deductions must be made in each pay period for federal and state income taxes, and State disability insurance.

Employees may contact payroll and accounting staff should they have any questions about payroll or paychecks. Payroll staff will address employee questions and concerns in a reasonable time frame.

DIRECT DEPOSIT

The Airport employees will have their paycheck directly deposited to a financial institution of their choice. The limit of accounts that a paycheck can be deposited to is limited by the maximum capacity of the payroll system. A direct deposit authorization form must be submitted to the Finance and Administration Department. Two pay periods are required to process the direct deposit.

NATURAL DISASTER / EMERGENCY CLOSURES

In the event of a natural disaster or equivalent event that requires the Executive Director to temporarily close the Airport facilities, employees will be compensated as follows:

When official notification from management to close the facility is received less than two hours prior to or after an employee's scheduled workday has begun, the employee will receive pay for the scheduled work day. If notification is made at least two hours before an employee's scheduled workday has begun, absence from scheduled work will be unpaid. However, with approval from management, employees may use appropriate paid leave balances to receive compensation. Employees in essential operation may be asked

POLICY#: 208**SECTION II: Employment and Legal Administration****SUBJECT: Compensation Upon Hire, Promotion, or DemotionAdministration**

to work on the day when facilities are officially closed. In these circumstances, employees who work will receive regular pay.

Employees, who were on scheduled vacation, sick leave, workers compensation or any other scheduled leave, whether or not paid, will be compensated according to the terms of their leaves, and not be eligible for compensation as described above.

POLICY

The Airport establishes work hours consistent with its operating requirements and responsibilities. Work shifts, days, hours, and periods can be established and modified by the Airport within the limits prescribed by law, based on operating conditions and requirements, and may be further defined in an applicable employee agreement. Employees may not change their own regular work schedule without approval. Employees may request a change in work schedule through their manager. The manager will obtain approval from the Executive Director on the requested change in work schedule. Employees are not permitted to exchange shifts with another employee without the prior authorization of both employees' supervisors. Authorization to exchange shifts will depend on many factors, including interference with Airport operations, and overtime considerations.

All employees are assigned to work shifts with regular starting and quitting times. Some Airport operations and services may be scheduled on a ten (10), sixteen (16), or twenty-four (24) hour basis, seven days a week. Employees are required to be at their assigned work locations at their designated starting time, in appropriate work attire, ready to work.

The Airport may consider approval of an alternate workweek schedule or flexible time for specific positions based on service levels and operational needs. Employees must obtain flexible time schedule approval by the Executive Director. Alternate workweek schedules are based on business need, and are not an entitlement.

Regardless of an assigned regular work schedule, the Airport has the right to require an employee to work any time before or after the regular workday or regular workweek including weekends, evenings, and/or holidays. Employees may be required to work overtime.

Two paid rest breaks of fifteen (15) minutes each are provided each workday, to be taken separately during the first half of a shift and once again during the last half of a shift. Additional paid breaks may be authorized for extended shifts. Break periods cannot be added on to the lunch break, taken at the beginning or end of the workday, or banked for use at another time.

Employees are required to record all work time on official Airport records. As indicated in the "Overtime/Compensation" policy, All overtime must be pre-approved by a supervisor or manager. Failure to follow the Airport's overtime approval procedures will result in being paid for all hours worked, and may also result in disciplinary action, up to and including termination for violating the overtime approval procedures.

Employees in non-exempt positions earn overtime at the rate of one and one-half times the regular rate of pay for all hours worked in excess of the FLSA-prescribed maximum for a designated work period.

POLICY#: 210**SECTION II: Employment and Legal Administration****SUBJECT: Overtime/Compensation**

POLICY

Overtime is compensated to the nearest 15 minutes. Overtime will be distributed as equally as practical among employees in a work unit. All overtime must be pre-approved by a supervisor or manager. Failure to follow the Airport's overtime approval procedures will result in being paid for all hours worked, and may also result in disciplinary action, up to and including termination for violating the overtime approval procedures.-

An employee may elect, a preference to accrue compensatory time in lieu of overtime pay. Employees may accumulate up to a maximum of two hundred and forty (240) hours of compensatory time.

CALL-BACK PAY FOR NON-EXEMPT MAINTENANCE EMPLOYEES

When the Airport calls an employee back to work on other than a scheduled basis, such employee shall be paid at one and one-half (1.5) times the established rate of pay for the hours worked, commencing from the employee's arrival at the Airport and ending with the employee's departure, but in no event for less than two (2) hours. An employee called back more than once during the minimum two (2) hour period shall not receive additional pay for those additional call-backs.

In the event the call back situation is handled via a telephone call and actual call back is not required, the employee will be compensated at a flat rate of ten dollars (\$10.00) per occurrence.

ON-CALL PAY FOR NON-EXEMPT MAINTENANCE EMPLOYEES

MPAD will provide on-call pay compensation at the flat rate of two hundred dollars (\$200.00) for the one-week (7-day) period that an employee is assigned to be on an "on-call status" and is expected to be capable of arriving at the work site and available for work within one hour of being contacted. MPAD shall provide additional on-call pay compensation at the flat rate of fifty dollars (\$50.00) per day for each holiday during the one-week (7-day) period that the employee is assigned to on-call and is available for on-call on the Holiday(s). On-call personnel will be selected by the Supervisor, preferably from volunteers who are qualified to perform emergency tasks; selection is subject to approval by the Manager. If an on-call employee is sick or unable to be on-call one day during the assigned 7-day period \$20 will be deducted for each day during the 7-day period the employee is unable to respond to report to work.

Personnel selected must, in the opinion of the supervisor, be qualified to perform all emergency tasks required.

In the event there are not a sufficient number of volunteers, qualified employees will be selected. Such employees will remain on call for a period of one week to coincide as nearly as possible with that of a bi-weekly pay period. On call assignments shall be rotated by seniority among qualified workers.

As required by law, overtime pay is based on actual hours worked. For the purpose of this policy, time off on a holiday will be defined as actual hours worked. Time off on vacation leave, sick leave or any leave of absence will not be considered as actual hours worked for purposes of overtime calculations.

June 2018, July 2022

**Monterey Peninsula Airport District
Administrative and Personnel Policy Book**

The workweek at the Airport begins at 12:00 a.m. on Sunday and ends seven consecutive days later on Saturday at 11:59 p.m.

POLICY#: 211**SECTION II: Employment and Legal Administration****SUBJECT: Attendance**

POLICY

Consistent attendance and punctuality are important to conducting the Airport's business, and are, therefore, an essential part of each employee's performance standards. Poor, inconsistent, or irregular attendance can produce disruptive results for Airport operations, and negatively impact overall productivity and continuity of work.

Attendance records are an objective, measurable element included in each employee's performance appraisal. They are also an element for all merit pay recommendations and promotions.

Employees are expected and required to report to their designated work location at the prescribed time work activity is to commence. Tardiness, unexcused absence, failure to follow appropriate leave notice requirements, or failure to report as required may result in disciplinary action, up to and including termination of employment.

If an employee is unable to report to work as scheduled, and has not received prior approval from the supervisor to be absent, the employee must speak to his/her immediate supervisor or, if unable to reach immediate supervisor, the department manager, or another supervisor or manager prior to the scheduled reporting time, or be prepared to provide evidence of extenuating circumstances. If a supervisor or manager cannot be reached, a message may be left with an emergency message receiver and followed up at the earliest time practical with a call to the immediate supervisor. In all cases of absence or tardiness, the employee must provide the supervisor with the probable duration of absence.

Employees who are absent from work on an approved leave may be required to contact their direct supervisor on a regular basis as determined by the supervisor, to provide information as to their return to work status.

Excessive absenteeism, abuse of leaves, or failure to comply with any policy statement in this Policy Book related to attendance or leave practices, will be evaluated on a case-by-case basis to determine appropriate management action.

POLICY

The Airport follows the following merit based procedures when filling positions. To enhance opportunities for career development among current employees, all vacant positions will be posted on the Airport designated bulletin boards. The Airport encourages internal promotion if appropriate job-related qualifications can be met. However, the Airport reserves the right to recruit externally. Airport employees may compete in any recruitment process.

RECRUITMENT AND SELECTION PROCEDURES

The Airport's employment processes will be conducted in a manner that is fair, efficient, and results in the employment of qualified candidates.

The Airport may utilize any legitimate procedure for attracting and selecting qualified applicants. Recruitment techniques may vary depending on the type of position, availability of qualified candidates, economic climate, and other considerations which may exist. Recruitments shall be conducted in accordance with equal employment opportunity principles.

Application materials will require information covering training, experience, and other job-related information designed to determine the most-qualified applicant. All applications and selection procedure materials are confidential records and will not be returned to applicants. Falsification or misstatement of material facts on application materials or during the selection procedure may result in rejection of the applicant or dismissal of the employee at any time. No applicant information will be asked that is prohibited under any state or federal law.

All selection procedures will be designed to assess the job-related qualifications of each applicant, consistent with merit system principles. The Airport may utilize any legitimate objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The Airport may hold the selection processes itself or contract with any competent organization or individual to prepare and/or administer selections procedures.

When necessary to meet requirements for filling positions, the closing date for any selection process may be indefinite and applicants may be evaluated continuously.

BACKGROUND & MEDICAL VERIFICATIONS

As part of the pre-employment procedure, applicants may be required to supply references, and submit to a thorough background check. In addition, all employees must be physically and mentally capable of performing the essential functions of their jobs with or without reasonable accommodation. The Airport has the right to conduct a complete and exhaustive background investigation on all applicants seeking employment, including a criminal background check, where applicable, and a medical and/or psychological examination by Airport -retained medical practitioners, where deemed appropriate by the Airport. However, any medical or psychological examination will be conducted only after a conditional job offer has been made, in accordance with applicable law. If the candidate refuses to authorize or participate in any of the pre-employment checks required for the position for which he/she has applied, the candidate will be considered to have withdrawn his/her application for Airport employment.

Disqualification

The Airport may disqualify any candidate for any legitimate reason. An applicant has no right to grieve or appeal any such actions by the Airport. Any one or more of the following reasons may result in disqualification.

- Improperly Completed Application: The applicant did not properly or timely complete the application materials.
- Minimum Qualifications: The application indicates on its face that the applicant does not possess the minimum qualifications for the position.
- Essential Duties: The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations.
- Illegal Drugs: The applicant is currently using illegal drugs.
- Legal Right to Work: The applicant is not legally permitted to work within the United States.
- False Statements: The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making the application for employment.
- Material Cause: Material cause, in the judgment of the Executive Director, is circumstances which would render the applicant unsuitable for the position, including but not limited to a prior resignation from the Airport, termination from the Airport or other employer, significant disciplinary action by the Airport or other employer, or conviction of a crime which has a nexus to and may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.

POLICY

All new employees participate in an employee orientation that includes Airport administrative and safety practices and procedures in accordance with the Airport's adopted Injury and Illness Prevention Program. All represented employees shall be provided orientation that includes components required in any applicable MOU that have been negotiated pursuant to California AB 119.

POLICY#: 214**SECTION II: Employment and Legal Administration****SUBJECT: Employment of Relatives**

POLICY

The employment of relatives may lead to various challenges that include, but are not limited to, charges of favoritism, conflicts of interest, and scheduling conflicts that may work to the disadvantage of both the employee and the Airport.

For the purpose of this policy, the term relative will be defined as a spouse, or state-registered domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or any other individual related by blood, marriage, living in the same household, or the equivalent relationships through a lawfully registered domestic partnership, or having a personal relationship that may be perceived as compromising employment objectivity.

Relatives of regular employees may not be employed in the same department, nor transferred, promoted or demoted into the same department, nor placed in a position to evaluate a relative or be in the same line of supervision.

POLICY

Personnel files are confidentially maintained in accordance with federal and state guidelines and may be viewed by Airport management or supervisory staff as necessary for business operations and as allowed by law.

An employee may inspect his/her own personnel file, upon reasonable notice and during regular business hours on regular business days. Employees who wish to review their personnel files should request an appointment to do so with Human Resources. Upon written consent from the employee, a representative of the employee may also review an employee's personnel file. Human Resources will arrange a time within one week of receipt of an authorized request to review a file.

Employees will receive contemporaneous copies of any documents placed in their personnel file. Subsequent copies will be provided upon written request. Employees may respond in writing to anything that is in the personnel file, including any negative information, and may request that the response be considered for inclusion in their personnel file. The file is the property of the Airport. Employees may not remove or add items to their personnel file without Airport approval and the file must remain in the custody of the Airport at all times.

PERSONAL AND CONTACT INFORMATION UPDATE

Employees are responsible for notifying Human Resources of changes in name, address, telephone number, driver's license, dependent information for benefit coverage purposes, marital status, beneficiary, education certificates or any other pertinent information related to their service to the Airport or public disaster worker status.

REFERENCE/CREDIT INQUIRIES

The Airport is authorized to verify position title and employment dates only. No other reference information will be released unless required by court order or Federal or State law. Any other information, including address and phone numbers, may be released only with a written authorization from the employee. All reference inquiries or legal requests for information regarding Airport employees should be referred to Human Resources for processing.

POLICY#: 216**SECTION II: Employment and Legal Administration****SUBJECT: Progressive Disciplinary Process**

POLICY

The following categories of persons can be terminated at-will and have no rights to any of the pre- or post-disciplinary processes or procedures in this Policy: (1) temporary employees, (2) provisional or seasonal employees, (3) probationary employees, (4) contract employees, and (5) any person who is designated “at-will” in any Airport policy, document, acknowledgement, applicable employment agreement, resolution, or ordinance.

Unless otherwise specified by an applicable MOU, the following constitutes the Airport’s policy regarding disciplinary actions:

CAUSES FOR DISCIPLINE

Regular employees may be counseled, admonished, reprimanded, suspended, demoted, terminated or incur a reduction in pay for any of the following causes of discipline:

- Violation of any division rule, Airport policy, section in this Policy Book or Airport regulation, ordinance or resolution;
- Absence without authorized leave;
- Abuse of leave policies and practices or excessive unprotected absenteeism and/or tardiness;
- Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the Airport;
- Making any false statement, omission, or misrepresentation of a material fact;
- Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- Unsatisfactory job performance including inefficiency, recklessness, or inability to meet deadlines or outcomes;
- Malfeasance or misconduct;
- Conviction for committing a job-related crime "Conviction" will be construed to be a determination of guilt of the accused by a court, including a plea of guilty or nolo contendere, regardless of sentence, grant of probation, or otherwise;
- The damaging of Airport property, equipment, or vehicles, or the waste of Airport supplies through negligence or misconduct;
- Insubordination, or insulting or demeaning the authority of a supervisor or manager;
- Dishonesty, theft, mishandling of public funds, or falsifying a public record;
- Violation of the Airport’s or a department’s confidentiality policies, or disclosure of confidential Airport information to any unauthorized person or entity;
- Misuse or unauthorized use of any Airport property, including, but not limited to: physical property, tools, equipment, Airport communication systems, Airport vehicles or intellectual property; Discourteous, rude, harassing, or retaliatory conduct in respect to treatment of the public or other employees;
- Failure to cooperate with employee's supervisor or fellow employees;
- Unapproved outside employment or activity that violates the Airport’s policy, or other enterprise that constitutes a conflict of interest with service to the Airport;

- Any conduct while in uniform, wearing Airport logo clothing or promotional items, on duty, on the premises or on an Airport work site that impairs, disrupts, or causes discredit to the Airport or to public service;
- Failure to follow safe work rules or to comply with Cal/OSHA Safety Standards and Airport safety policies;
- Altering, falsifying, and tampering with time records, or recording time on another employee's time record;
- Working overtime without prior authorization, or refusing to work assigned overtime, and;
- Carrying firearms or other dangerous weapons on Airport premises at any time, unless authorized to do so.

This list is not exhaustive, and other conduct may also constitute a cause for discipline in accordance with this policy. Moreover, and notwithstanding any identification of actionable conduct in this list, this policy does not intend to infringe upon and does not infringe upon conduct protected by the Meyers-Milias-Brown Act.

ADMINISTRATIVE LEAVE

A department manager may place an employee on an administrative leave with pay pending an investigation or potential disciplinary action. Administrative leave with pay is authorized: 1) when the department manager believes that the employee's continued presence at the work site could have detrimental consequences for Airport operations, or 2) pending investigation into charges of misconduct. If the charges against the employee are substantiated by the investigation, appropriate disciplinary action will be taken in accordance with this policy.

TYPES OF DISCIPLINE

Oral warnings and counseling memorandums shall not be deemed to be disciplinary actions. The types of personnel actions and/or discipline are:

Written reprimands shall be the lowest level of discipline. An employee who receives a written reprimand may, within thirty (30) days after receiving said reprimand, draft a response to the reprimand and have it attached and included in the personnel file.

Any other form of action taken against an employee for cause, including violations of workplace rules and involving the loss of pay, shall be deemed to be a disciplinary action; including, but not limited to suspension without pay, demotion, or termination of employment.

Employees proposed for discharge or other disciplinary action involving a loss of pay shall have the right to request a pre-disciplinary "Skelly" conference by filing a written request with the Executive Director within ten (10) calendar days of receipt of the proposed discipline.

Failure to request a pre-disciplinary due process "Skelly" conference shall not be deemed to

be a waiver of the right to appeal a disciplinary action if upheld. In the event discipline is upheld following exhaustion of pre-disciplinary due processes, the employee may appeal the determination, within five (5) calendar days from the date the notice of final discipline is received by the employee. If appealed, it shall

POLICY#: 216**SECTION II: Employment and Legal Administration****SUBJECT: Progressive Disciplinary Process**

be processed in accordance with the Airport's grievance procedures, beginning at Formal Step II – Fair Hearing Officer. Failure to timely appeal a final disciplinary action to the Grievance process shall be a waiver of all further appeals of the discipline.

POLICY

A grievance is defined as any violations or misapplication of any provision of the MOU, or of the M PAD Personnel Rules and shall be subject to resolution through the application of these Grievance Procedures. Unless otherwise specified by an applicable MOU, the following constitutes the Airport's grievance procedure. Upon receipt of a grievance, the Board shall be promptly made aware of the existence and general nature of it in the Executive Director's report to the Board. Thereafter, the Board shall be provided with a status update every quarter.

Employee appeals of disciplinary action involving loss of pay, such as suspensions, demotions, and termination of employment shall use these grievance procedures, beginning with Formal Step II following exhaustion of any pre-disciplinary conference ("Skelly") completed prior to the disciplinary action becoming final.

Failure to timely advance a grievance or to otherwise appeal a determination at any step in these grievance procedures shall be deemed to be a waiver of any further appeal steps and an abandonment of the grievance/appeal. The employee and the Airport may agree, on a case-by-case basis, to an extension of any timeframe in these grievance procedures. Such agreement shall not represent a precedent, or past practice and shall not be citable in any future step or other case as justification for extension of timeframes in those other later steps or other cases.

Informal Step: Employees may informally grieve a violation or misapplication of the MOU or Airport Personnel Rules to their immediate supervisor. Employees may do so, orally or in writing, within thirty (30) days of the occurrence giving rise to the complaint that the MOU or personnel rules were violated. The Supervisor may take any appropriate steps to investigate the grievance and shall respond, in writing within ten (10) calendar days. If the grievant is unsatisfied with the response or no response is provided within the prescribed time period, they may, within ten calendar days, advance the grievance to Formal Step 1 (Department Head).

Formal Step 1-Department Head: An employee filing an appeal to the Department Head must provide a written summary of the grievance, including such facts as are required to identify the involved parties, the date of the violation(s), the nature of the complaint and the reasons that the grievant disagrees with the determination of the Supervisor at the informal step. A Department Head may, in their discretion, conduct such inquiry as they deem appropriate to investigate the grievance including meeting with the grievant for an interview. A Department Head who receives a Formal Step 1 grievance shall provide a written response to the grievant within ten (10) calendar days. If a grievant is not satisfied with the response of the Department Head or no response is provided within the prescribed time period, they may, within five (5) calendar days request to advance the grievance to Formal Step II - ~~Fair Hearing Officer~~Executive Director.

~~**Formal Step II – Fair Hearing Officer:** The Executive Director shall identify two potential fair hearing officers (candidates) who shall be The Airport Department Heads who are not involved in the grievance or discipline being heard and who do not supervise any of the involved employees. The employee may select one, from the identified candidates, to serve as Fair Hearing Officer. In the unlikely event that there is no noninvolved Department Head, the grievant may skip Formal Step II and proceed directly to the Final Step –Executive Director. The Fair Hearing Officer shall review the positions of the parties at all prior steps and shall further inquire as to the facts and circumstances as they deem appropriate to determine the grievance. The Fair Hearing Officer shall render a decision on the grievance within ten (10) calendar days. An~~

POLICY#: 217**SECTION II: Employment and Legal Administration****SUBJECT: Grievance Procedure**

~~employee who is not satisfied with the outcome following Formal Step II, or where no response is provided within the prescribed time period, may, within five (5) calendar days appeal the decision to the Final Step – Executive Director.~~

Formal Step III~~Final Step~~ - **Executive Director:** If a grievance is appealed to the Executive Director, he/she shall review the positions of the parties at all earlier stages of the proceedings. The Executive Director may meet with the grievant to discuss the grievance and / or any possible resolution of it. Following that meeting, if held, the Executive Director shall issue a determination within ten calendar days, ~~which shall be final. Failure to timely advance a grievance or to otherwise appeal a determination at any step in these grievance procedures shall be deemed to be a waiver of any further appeal steps and an abandonment of the grievance/appeal. The employee and the Airport may agree, on a case by case basis, to an extension of any timeframe in these grievance procedures. Such agreement shall not represent a precedent, or past practice and shall not be citable in any future step or other case as justification for extension of timeframes in those other later steps or other cases.~~

Final Step – Board of Directors: If a grievance is appealed to the Board of Directors, they shall review the positions of the parties at all earlier stages of the proceedings. The Board may meet with the grievant and the Executive Director to discuss the grievance and / or any possible resolution of it. Following that meeting, if held, the Board shall issue a determination within a reasonable amount of time, which determination shall be final.

POLICY

SEPARATION FROM EMPLOYMENT

Resignation/Termination Process

The last day of employment for employees who resign or are terminated from Airport employment is the last day worked.

An employee who wishes to resign from Airport employment in good standing must submit the resignation to his/her supervisor, either verbally or in writing, two weeks prior to the planned separation date. A resignation becomes final when submitted and cannot be withdrawn without the agreement of the Executive Director.

Final Pay

Employees who resign from Airport service will receive the final paycheck at the end of the payroll period in which the last day worked occurs, unless otherwise required by applicable federal or state law.

An employee whose job has been terminated receives the final paycheck on the last day of employment.

All employees will be paid as required by law for leave accruals.

Return of Airport Property

All employees who are separating from Airport employment are required to return all equipment, keys, ID cards, emergency passes, uniforms, Airport-related login credentials and other Airport property prior to leaving the Airport on the last day of work.

REDUCTION IN FORCE:

Reasons for Layoff

The Airport may layoff an employee or reduce an employee's hours of work whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of efficiency and economy to reduce or reorganize the number and types of regular employees.

Order of Layoff

Employees shall be laid off within each job classification, and layoff will occur within the affected job class by reverse order of seniority in Airport service.

Exception to Order of Layoff

Where the Executive Director deems it to be in the best interest of the service, he/she may retain an employee in an affected job class who has specific qualifications, despite the order of the layoff provided above, if the Executive Director determines:

1. Such action is in the best interest of the service;
2. The employee retained has such special qualifications;

POLICY#: 218**SECTION II: Employment and Legal Administration****SUBJECT: Resignation/Separation**

3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of the Airport.

The Executive Director may lay off employees pursuant to the following procedures:

1. The Airport will notify affected employees at least two calendar weeks prior to layoff.
2. The Airport at its discretion may place employees scheduled for layoff on paid Administrative Leave.

POLICY

Regular full-time employees receive ~~eleven-twelve~~ (12⁺) paid holidays per year.

AIRPORT HOLIDAYS

1. First day of January, known as New Year's Day
2. Third Monday in January, known as Martin Luther King, Jr. Day
3. Third Monday in February, known as President's Day
4. Last Monday in May, known as Memorial Day
- ~~4-5.~~ Nineteenth day of June, known as Emancipation Day or Juneteenth Independence Day
- ~~5-6.~~ Fourth day of July, known as Independence Day
- ~~6-7.~~ First Monday in September, known as Labor Day
- ~~7-8.~~ Eleventh day of November, known as Veteran's Day
- ~~8-9.~~ Fourth Thursday in November, known as Thanksgiving Day
- ~~9-10.~~ The Friday immediately following Thanksgiving Day
- ~~10-11.~~ December twenty-fourth (24th)
- ~~11-12.~~ December twenty-fifth (25th) known as Christmas Day

The Airport will observe the above list of holidays and, at the Airport's discretion, any other day appointed by the President of the United States or the Governor of California.

All holidays listed above will be observed on the day designated by federal proclamation, which means that if a holiday falls on a weekend, it will normally be observed on the Friday before or the Monday after the holiday. The above schedule may be modified in years in which an obvious opportunity exists to optimize or group holidays with weekends.

Employees who are required to work on a holiday will be compensated at two (2) times the employee's straight time rate for the hours worked on the holiday. Alternatively, employees may be granted, with the approval of the Executive Director, equivalent time off on another day, subject to scheduling and staffing requirements. If a recognized holiday falls during an eligible employee's approved paid absence (vacation, sick leave, etc.) the holiday will not be counted as a day of vacation or sick leave.

POLICY#: 220**SECTION II: Employment and Legal Administration****SUBJECT: Vacation**

POLICY

Full-time regular employees earn paid vacation time from the first month of employment. Vacation is accrued in accordance with the following schedule:

- After 1 year of service 80 hours
- After 5 years of service 120 hours
- After 10 years of service 160 hours

Accumulated unused vacation time may not exceed two hundred and forty (240) hours per employee, except for employees who may by written agreement or labor contract have established a different maximum accumulation. Once an employee's accrual reaches the stated maximum, additional vacation will not accrue until an employee's total accumulation level (accrued vacation balance) is below the stated maximum.

Upon separation of employment with the Airport, all unused accrued vacation will be paid at the employee's current straight time rate. Vacation leaves cannot be used to extend a date of separation.

Upon rehire, employees will begin to accrue vacation according to the above schedule with no carry-over of previous years of eligible service.

USE OF VACATION

Vacations will be scheduled to ensure continuous and efficient departmental operations, operational safety, and to meet overall business goals and objectives. Whenever possible, vacation approvals will be made consistent with the employee's request. All vacations are subject to cancellation in cases of emergency conditions.

Every effort will be made to arrange vacation schedules so that each employee may take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be divided as the needs of the service require or permit.

No employee may take vacation without advance approval of his or her supervisor. No employee may take vacation leave in advance of the leave that has accumulated and is recorded as of the pay period ending prior to the time such leave is taken, except with the written approval of the Executive Director.

When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the Airport, the Airport will make every reasonable effort to accommodate the employee's request(s) to use vacation time during the remaining months of the year. Vacation requests of more than fifteen (15) working days may require special consideration due to Airport operational needs.

Employees are responsible for scheduling vacation time far enough in advance to provide ample time for scheduling and approval and so that they do not exceed the maximum accrual limit. Special consideration may be given when unusual circumstances or an emergency occurs and the employee must take vacation without prior notice.

Employees who have reached the maximum accrual limit are permitted to cash-out up to two weeks of vacation hours in one week increments within a fiscal year. All other cash-out request may be granted at the discretion of the Executive Director.

REQUESTING VACATION APPROVAL

- Requests for vacation approval must be made in to the supervisor and approval must be received prior to taking vacation leave.
- Employees must notify management to cancel a vacation request.
- If an Airport holiday occurs during vacation leave, the employee's vacation accrual will only be charged for non-holiday workdays.

POLICY#: 221**SECTION II: Employment and Legal Administration****SUBJECT: Sick Leave**

POLICY

In accordance with the Healthy Workplaces Healthy Families Act of 2014, sick leave will accrue and be used in accordance with the terms outlined in this policy. Employees who are found to abuse, or fraudulently use the provisions of this policy may be subject to disciplinary action up to and including termination of employment.

ACCRUAL

Regular full-time employees will accrue sick leave at the same rate as vacation accrual rate. Regular part-time employees will accrue sick leave in accordance with the California's Paid Sick Leave Law (AB 1522). Sick leave may accumulate indefinitely.

SICK LEAVE USE

Sick leave may be used for the following reasons:

- Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
- Diagnosis, care or treatment of an existing health condition or preventive care for an employee's family member. For the purposes of sick leave under this policy, "family member" means an employee's parent, child, spouse, registered domestic partner, sibling, grandchild, or grandparent.

In addition, with appropriate certification, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For the purposes of using sick leave under this policy, "family member" will mean an employee's parent, child, spouse, registered domestic partner, sibling, grandchild, or grandparent.

Employees may use their earned sick leave for personal or immediate family member medical appointments.

USE OF ACCRUED BALANCES

Except as prohibited by law or statute, employees are required to use accrued sick leave balances while on sick leave and may use sick leave for themselves and up to one hundred percent (100%) of their annual sick leave accrual while on leave to care for a family member. Employees who need additional leave for medical reasons may request to be paid by the use of accrued vacation, or compensatory leave once sick leave balances have been exhausted.

ADMINISTRATION

Requests to use sick leave for planned treatment must be made to the employee's supervisor at least ten days in advance if possible. If the employee's need to use paid sick leave is unforeseeable, the employee must provide notice to the employee's supervisor or another supervisor as soon as is practicable.

Request to Use Sick Leave

Employees may determine how much paid sick leave to use; however, the minimum amount of paid sick leave an employee may use is 15 minutes.

The supervisor may request a doctor's certification for sick leave taken including all sick leave claims that are made while the employee is on vacation and for all illness/injuries events that exceed four working days. The Airport may, with advance written notification, require an employee to submit a doctor's certificate or other evidence acceptable to the Airport, after any sick leave time is taken.

Sick Leave Donation

The Airport offers a Catastrophic Sick Leave-Donation Program to give employees a chance to support their co-workers who are facing a major health crisis, whether their own or that of a family member, as well as a death in the employee's immediate family. The program allows employees to provide assistance in the form of donated sick time. While the program establishes a procedure for donation, participation is entirely voluntary.

An employee shall be faced with or have incurred either a catastrophic illness or injury in order to be eligible for this program. Human Resources and the Department Manager shall determine individual eligibility status. "Catastrophic" means: the employee is unable to perform the duties of his position because of a serious illness or accident or will require a lengthy recovery; there is a serious illness or accident which will require a lengthy recovery in the employee's immediate family; or there is a death in the employee's immediate family.

The employee requesting the donation of vacation, sick or compensation time hours must have reached zero balances during the illness or recovery period in order to be eligible. The illness or recovery time must be a minimum of two-weeks for the employee to be eligible. The maximum hours the employee may use will not exceed twelve (12) weeks. Human Resources and the Department Manager will evaluate each request.

The employee who donates the hours ("the donor"): 1. must have sufficient hours to donate. 2. shall not have any portion of the hours returned to him/her once the donated hours are placed in the donation account; and 3. must relinquish all claims to the donated hours in the future and upon separation of employment with the Airport.

Denial of Sick Leave Benefits

Sick leave with pay may be denied if it can be substantiated that the employee's absence did not comply with using sick leave as outlined in this Policy Book, and, in that case, the absence may be interpreted as grounds for dismissal or other appropriate disciplinary action.

POLICY#: 221**SECTION II: Employment and Legal Administration****SUBJECT: Sick Leave**

Sick Leave Upon Separation of Employment

No sick time benefits are paid upon separation of employment except in the case of retirement.

Upon retirement employee receives one month's salary. If the employee has less than one-month sick time benefit then he/she shall be compensated for the time equal to that amount, not to exceed one month. The balance of remaining sick leave will be reported to PERS for service credit conversion.

Misuse of Sick Leave

Employees who do not comply with these requirements for use of sick leave, including providing insufficient notice of foreseeable sick leave use or using sick leave for non-permitted reasons, may be found to be committing misuse of sick leave which is grounds for discipline, up to and including termination. The Airport reserves the right to take reasonable steps to determine whether an employee is misusing sick leave, including, but not limited to, attempting in-person or electronic communication with an employee using sick leave, identifying and tracking consistent patterns of sick leave use, such as in connection with weekends, holidays, and scheduled days off, and considering social media content or other relevant evidence that is either publicly available or shared voluntarily by other employees or interested individuals. In certain circumstances, the Airport may require a physician's certificate or other relevant documentation certifying that the reason for the employee's absence is a permitted use of sick leave, either as a condition of continuing an employee on sick leave status or as a requirement of returning to work or as a basis for an interactive process discussion.

Employees who are found to abuse or in any way fraudulently use these provisions may be subject to disciplinary action, up to and including termination of employment.

POLICY

Reasonable Accommodation

When the District is made aware of circumstances suggesting that an employee suffers from a disability that impacts their ability to perform the essential functions of their job, the District will offer and may require the employee participate in an interactive process.

That interactive process serves the purpose of determining whether or not the employee suffers from a qualifying disability, whether the employee has restrictions imposed by a medical provider that limit their performance of essential functions of their job, whether accommodations can be identified that allow the employee to perform the essential functions of their job, and whether one or more available accommodation is reasonable.

Temporary Modified Duty

As a reasonable accommodation to assist an employee in returning to and resuming the duties of his/her position, the Airport may authorize modified duty for a temporary and limited period of time. Temporary modified duty assignments may occur when a regular employee has been medically released for limited work based on specified restrictions. The Airport will require the disabled employee to provide Human Resources with the treating physician's statement of work restriction(s) or a status report specifying the employee's anticipated date of return to modified or full duty. When an employee is assigned temporary modified duty, he/she will be compensated for hours worked at the regular rate of pay established for the class of work performed. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by accrued sick leave, partial workers' compensation disability payments, or other available leave accruals. Except where prohibited by law, the Airport reserves the right to have employees examined by an Airport designated physician at no cost to the employee prior to authorizing modified duty.

Temporary modified duty assignments are intended to assist an employee to return to work while recovering from an injury and/or illness and are not intended to be a permanent accommodation.

Fitness for Duty Examination

Employees who are chronically unable to perform their assigned duties may be required to undergo a fitness for duty examination. The purpose of the examination is to determine the employee's ability to perform the essential functions of the position. The Airport will assume the costs of the examination. Typically, a modified duty assignment may be approved for up to twelve (12) months. After twelve (12) months, an employee must either be released for full duties, or enter an interactive process to determine if additional appropriate accommodations are necessary and available.

POLICY#: 223**SECTION II: Employment and Legal Administration****SUBJECT: Leaves of Absence**

POLICY

In addition to the practices described regarding the use of paid leave benefits (holiday, vacation, sick), employees may request and/or be entitled to leave for a range of specific reasons.

GENERAL PROVISIONS

A leave is a period of absence from work which may include both paid and unpaid status. An employee will continue to receive Airport contributions to health insurance benefits as long as the employee is on a paid status. An employee who is granted a leave and is in an unpaid status for more than thirty (30) days will not receive Airport contributions to health insurance except as required by law. Such an employee who wishes to continue health insurance coverage may do so at his/her expense at the Airport's group rates plus 2% administration fee. The employee should contact the Human Resources for the necessary forms.

Unless specified otherwise elsewhere in this Policy Book or federal or state law dictates otherwise, seniority, vacation, sick leave and holiday benefits do not accrue during periods of unpaid leave of absence.

Consideration for merit pay increases will be delayed for the length of time that an employee is on an extended leave of absence of three months or more.

An employee who requires leave extension should request the extension two weeks before the original leave expires. An extension may or may not be approved. If denied, the employee must return to work on the originally scheduled return date. Failure to return to work on the scheduled workday following the expiration of a leave of absence will be a voluntary resignation.

REQUESTING A LEAVE OF ABSENCE

An employee must request a leave of absence for personal leave or protected leave. The written request must be made in writing, at least thirty (30) days in advance of the desired leave date, if possible, and specify the reason for the leave and the length of time requested.

All regular, full time employees may request to use the leave provisions outlined below, subject to the approval of the Executive Director. A brief description of all legally-entitled leaves is listed following this section.

ADDITIONAL AIRPORT-PROVIDED TYPES OF LEAVE**Bereavement Leave**

Full-time and part-time employees are eligible for up to three (3) days of paid time off in the event of a death of an immediate member of their family. Immediate family shall normally be understood to mean the employee's spouse or registered domestic partner, parents, parents-in-law, in-law variations, step-grandparents, grandchild, siblings and children or children of registered domestic partner.

Bereavement leave is to be requested through the employee's Manager/Supervisor as soon as practical. More time than the three (3) day benefit may be granted at the discretion of the Executive Director depending upon the relationship between the employee and the decedent and the amount of time required

to travel to any memorial service. Any leave so granted shall not be charged to the employee's sick leave or vacation leave.

Parents'/Guardians' School Leave

Any employee who is a parent or a guardian of a child, or grandparent who has custody of a grandchild in kindergarten through twelfth grade, or whose child or grandchild is attending a licensed day care facility, may take up to forty (40) hours each calendar year, not exceeding eight (8) hours in any calendar month of the calendar year, to participate in activities of the school or licensed day care facility of any child or grandchild if the employee, prior to taking the time off, gives reasonable notice to the Airport.

The employee does not have to be residing with the child in order to be entitled to parent's leave. However, the employee must have custody of the grandchild in order to be eligible for grandparent's leave. The employee may use parent's/guardian's leave for any type of school or licensed day care facility function. Employees may use vacation time during parent's/guardian's leave. If an employee does not have vacation time available, the employee may take unpaid leave.

An employee who has a child entering kindergarten or first grade may take one (1) day on the first day of school, designated by the school district. Employees who attend the first day of school with their child will be paid the hours regularly scheduled to work that day.

Voluntary Extended Personal Leave

The Airport may provide a leave of absence without pay to employees who wish to take time off from work duties to fulfill personal obligations and have exhausted their sick or vacation accruals. Regular full-time employees are eligible to request personal leave as described in this policy. As soon as the employee become aware of the need for a personal leave of absence, employee should request a leave from the Deputy Executive Director. Personal leave for six (6) days to thirty (30) days must be approved by the Executive Director.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence. Personal leave may be granted for a period of up to 30 calendar days at one time. If this initial period of absence proves insufficient, consideration will be given to a written request for an extension of no more than 30 calendar days.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums (and dependent coverage as applicable) will continue to the end of the month in which the leave began. At that time the employee will become responsible for the full costs of these benefits if employee wish coverage to continue (see COBRA policy). When employee return from a personal leave, benefits will again be provided by the Airport according to the applicable plans.

Benefits accrual such as vacation, sick time, or holiday benefits will be suspended during the leave and will resume upon return from leave.

Employees who accept other employment during the approved leave and/or employees who fail to report to work promptly at the expiration of the approved leave period will be considered to have resigned from the Airport.

POLICY#: 223**SECTION II: Employment and Legal Administration****SUBJECT: Leaves of Absence**

In the case of personal leaves that are not protected leaves, the Airport cannot guarantee reinstatement. If an unpaid personal leave of absence is requested and granted, an employee's position may be filled during her/his absence.

If the position is filled, the Airport will use reasonable effort to provide the employee with a comparable position for which the employee is qualified, as determined by the Airport, if one is available at the end of the employee's leave. The new position may not be in the same department, or on the same scheduled hours, or at the same compensation level.

It is the employee's responsibility to return to work at the end of a personal leave of absence. Failure to return to work on the first working day after a personal leave expires may be considered a voluntary resignation of employment.

Legally-Entitled and Protected Leaves

Federal and state laws and government codes protect employment, and provide policy guidance for many types of leaves. The following section provides the Airport's policy statement and an introduction to protected leaves. Generally, protected leaves do not include pay unless the employer's policies provide for paid leave. More information about protected leaves can be obtained by visiting speaking to a supervisor or manager or Human Resources. Employees may also look up the cited legislation or code referred to for each type of leave below.

Requests for protected leaves should be processed through Human Resources and recorded on the timesheet with the appropriate leave designation. Any questions regarding an employee's rights under a protected leave should be referred to Human Resources.

Family and Medical Leave Act (FMLA 29 U.S.C. 2601) and California Family Rights Act (CFRA 2CCR 4.2 §7297)

~~Although the Airport is a public agency and is subject to FMLA and CFRA, the Airport has fewer than fifty (50) employees and therefore, has no eligible employees under the law. However, the Airport's intention is to provide similar job and benefit protection. The Executive Director will grant family/medical leaves of absence for a time period similar to that provided under federal and state law. —The District is a public entity and as such is an employer subject to the Family Medical Leave Act and California Family Rights Act. The District provides FMLA and CFRA using a "rolling 12-month" model, measured backward from the date leave is scheduled to begin. Employees must be eligible for FMLA/CFRA leave by having been employed for at least one year with the District, and must have worked at least 1250 hours (actual hours worked) in the one-year period prior to the beginning of the leave.~~

New Parent Leave Act (SB 63, Effective January 1, 2018)

Airport employees who are parents of a new child may within one year of the birth, adoption, or foster care placement, take up to twelve (12) weeks of parental leave to bond with the new child. Employees must fulfill the following eligibility requirements: (a) have more than twelve (12) months of service at the Airport; and, (b) have at least 1,250 hours of service in the last twelve (12) months. The Airport will continue to provide health benefits and contribute its share of premium costs for coverage during the period of leave,

whether the leave is paid through employee accrual balances or unpaid. Administration of leave will follow the guidelines of CFRA “bonding” leave.

Kin Care or Healthy Workplaces, Healthy Families Act (CA Labor Code 233-234)

The California Healthy Workplaces Healthy Families Act of 2014 allows employees to use up to one-half of their annual sick leave allowance to care for a “family member.” However, the Airport allows employees to use the entire sick leave allowance to care for a “family member” if necessary.

Family members are defined as the following:

- Child – a biological, adopted, foster, step, legal ward, or child to whom employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status restrictions
- Parent – biological, adoptive, foster parent, stepparent, legal guardian, or a person who was in loco parentis when the employee was a minor
- Spouse
- A registered domestic partner
- Grandparent
- Grandchild
- Sibling

Pregnancy Disability Leave Law

Employees who are disabled because of pregnancy or childbirth or a related medical condition are entitled to pregnancy disability leave of up to four months in accordance with the California Pregnancy Disability Leave Law (Government Code §12945). Requests for pregnancy disability leave under California Pregnancy Disability Leave Law require certification of a treating physician. Pregnancy Disability Leave runs concurrently with FMLA, but does not run concurrently with CFRA leaves.

An employee is “disabled” if, in the opinion of her health care provider, she is unable, due to a pregnancy related disability, to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Absence from work due to pregnancy related disabilities is treated the same as absence from work due to any other physical disability, and the employee will be required to use any accumulated sick leave during this time. In addition, the employee may utilize any accrued vacation leave or compensatory time off for any portion of the unpaid leave.

Seniority

Seniority will continue to accrue during the pregnancy disability leave.

Benefits

The Airport will continue to provide health benefits and contribute its share of premium costs for coverage during the period of leave, whether the leave is paid through employee accrual balances or unpaid.

POLICY#: 223**SECTION II: Employment and Legal Administration****SUBJECT: Leaves of Absence**

Intermittent Leave

Leave may be taken intermittently or on a reduced work schedule if the employee's health care provider determines that it is medically advisable for the employee to take shorter leave periods. Employees may also take leave for prenatal care appointments and for pregnancy-related illness.

Reinstatement

An employee returning from a pregnancy disability leave will be reinstated in her former position at the salary she would have received had her employment with the Airport been continuous, exclusive of step increases/shift assignments.

If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

Statement by Health Care Provider

Employees requesting Pregnancy Disability Leave must provide Human Resources with certification from a health care provider stating the anticipated delivery date and estimated dates and duration of the disability. If there is a change in medical certification, and the dates are either accelerated or delayed, notification from the health care provider is required.

In the case of a request for reasonable accommodation in the workplace rather than leave of absence, the health care provider's statement must also verify:

- The date on which the employee became disabled due to pregnancy, childbirth, or related medical condition;
- The probable duration of the period or periods of disability; and
- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself and the successful completion of her pregnancy.

A new statement may be required if the employee requests an extension of time beyond the specified in the original statement. Any changes in the information contained in the health care provider's statement must be promptly reported by the employee to Human Resources.

For more information on Pregnancy Disability Leave Law, please see:
<https://www.arb.ca.gov/personnel/posters/pregnancydisabilityleavenotices.pdf>.

Lactation Accommodation

California law requires reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. Employees may use their paid rest break times to express milk. If additional time is needed, it may be unpaid. The Airport will provide a private place to express milk in close proximity to the employee's work area or the employee's normal work area may be used if it allows privacy.

Workers' Compensation/ Occupational Disability Leave

The California Division of Workers' Compensation Laws and Regulations cover all employees. These laws are important if an employee is injured or becomes ill because of work or working conditions.

The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries.

An employee who is injured or becomes ill on the job, no matter how slightly, must report the incident to the supervisor immediately. If an employee does not report promptly, workers' compensation insurance benefit rights may be lost. Failure to report an injury within a reasonable period of time could jeopardize a benefit claim.

An employee returning to work from leave associated with an industrial or work-related injury or illness must provide the Airport with reasonable notice in advance of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position, as provided for in this Policy Book and by law.

Employees who are found to abuse or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment

Other Protected Leaves

The following is a list of other protected leaves provided for by federal or state law or regulation. For more information about these leaves, please speak to a Human Resources.

Family School Partnership Act and School Visitation Leave (California Labor Code §230.7 & §230.8)

This California law allows parents, grandparents, and guardians to take up to forty (40) hours in any calendar year and no more than eight hours in any calendar month of time off from work to participate in their children's school or child care activities such as:

- Find, enroll, or reenroll a child in school or with a licensed child care provider
- Participate in school or childcare activities
- Address a childcare or school emergency
- Respond to a request from a school official or attend a back to school night

Employees must provide documentation from the school or licensed childcare provider of proof of engagement in child-related activities. Employees may use vacation, holiday, or compensatory time accruals during this leave. Employees without leave accruals must follow the noticing guidelines for approval of leave without pay.

Employees who are the parent or guardian of a child who has been suspended from school will be given time off if requested to appear at the school in connection with that suspension. Notice of leave for this purpose must be provided to the Airport as soon as school notification of the suspension is received by the parent/employee.

Jury Duty (California Labor Code §230).

Employees called upon for jury duty will remain in their regular pay status for up to eight hours of pay per day. Said subpoena must be submitted to the Executive Director.

POLICY#: 223**SECTION II: Employment and Legal Administration****SUBJECT: Leaves of Absence**

Employees must provide at least ten days of notice in advance of jury duty except upon documentation by an officer of the court that such notice was not possible.

If the employee is excused and there are at least two hours remaining in the workday, the employee should contact the supervisor to determine if he/she should return to work.

Witness Duty Leave (California Labor Code §230)

Upon reasonable notice (ten days) and submission of a mandate to attend or serve as a witness, employees will be accorded the freedom and time to attend court for witness duties.

If a subpoena is received without advance warning, the employee should notify the supervisor as soon as possible and submit the documentation upon return to work. If the employee is excused and there are at least two hours remaining in the workday, the employee should contact the supervisor to determine if he/she should return to work. Employees serving as a witness in private cases or personal matters (all issues other than Airport business) may use accrued vacation, holiday, or compensatory time for this leave. Employees subpoenaed as a witness or an expert witness in a case arising in the course of their work or the work of the Airport will be paid regular pay for work performed on behalf of the Airport.

Time Off to Vote (§

Employees scheduled to be at work between 7:00 a.m. and 8:00 p.m. on an elections day and who do not have sufficient time outside of working hours to vote at a statewide election may take up to two hours off to vote without losing any pay. Employees may take as much time as is required to vote, but only two hours of that time will be paid. Time off for voting must be only at the beginning or end of the work shift, whichever allows the greatest amount of free time for voting and the least time off from an employee's regular work shift, unless other arrangements are made with the applicable supervisor or manager. Employees must notify the Airport at least two workdays prior to the election if such time is needed to vote.

Armed Forces Leave

There are many Federal and State laws that provide for leave for members of the Armed Forces and their families during times such as pre-deployment and post-deployment, injury, illness, and other events. Military leave and benefits will be granted in accordance with the provisions of Federal and State law, including California Military and Veterans' Code, §395 through §395.3 and Federal law, Chapter 43 of Part III, Title 38 of the United States Code, §2021(a) et seq. Military leave applies to active duty, inactive duty, reserve, and veteran status and duties, as well as the National Guard, Merchant Marine, and Coast Guard. For more information about the leaves and protections for members of the Armed Forces and/or their families, contact Human Resources.

Spousal Military Leave Law (Military and Veteran Code 395.10)

Spouses of qualified members of Armed Forces, National Guard, or Reserves who work at least 20 hours a week may take ten (10 days) leave during a qualified leave period of the military spouse. Leave will be granted within two business days of receiving notice of spouse's leave.

Reserve Emergency Personnel: Volunteer Firefighters, Peace Officers, Emergency Rescue Personnel (Labor Code 230.3-230.4)

Any employee who serves as Reserve Emergency Personnel is eligible for leave during emergency duty. Advance notice requirement is not specified by the law.

Civil Air Patrol Leave (Labor Code 1500-1507)

Any employee who has completed ninety (90) days of employment with the Airport and who is authorized to respond to emergency operational missions of the California Wing of Civil Air Patrol is eligible to take up to ten (10) days of leave per year. Advance notice is required.

Crime Victims Leave (Labor Code 230 and 230.2)

Employees who are subpoenaed or order to appear in court or who must attend judicial proceedings related to a crime may request leave of absence for the length of the court appearance.

Victims of Domestic Violence (Labor Code 230 (c)-(d) and 230.2)

Employees who experience a qualifying event of victimization by domestic violence and other related events may request leave of absence to resolve issues.

Victims of Sexual Assault and other Serious Crimes (Labor Code 230 (c) – (d); 230.1; 230.5)

Employees who experience a qualifying event of victimization by sexual assault and enumerated “serious crimes, including DUI, child abuse, domestic violence, elder abuse, assault, or stalking” may request leave of absence for the time necessary to resolve issues and appear in court proceedings.

Organ and Bone Marrow Donation (Labor Code 1508-1513)

Employees who donate an organ or bone marrow due to medical necessity are eligible to take up to thirty (30) business days leave for bone marrow and five (5) business days leave per year. Time off is paid. Advance notice is required

POLICY#: 224**SECTION II: Employment and Legal Administration****SUBJECT: Travel and Other Expense Reimbursement**

POLICY

The Airport will ensure that its board members and other employees adhere to the principles of fiscally responsible expenditure of public funds. Reimbursement will be made only for legitimate out-of-pocket expenditures/expenses incurred while conducting official Airport business in compliance with IRS regulations and this policy.

This policy provides appropriate and necessary parameters to all employees on the use and expenditures of Airport resources, as well as the standards against which those expenditures will be measured.

DEFINITIONS

For the purposes of this section, the following definitions apply:

Employee: Any person on the Airport's payroll, elected Board members.

Expenditure/Expense Report Form: An Airport form that must be completed for travel advance or expense reimbursement of out-of-pocket expenses incurred related to official Airport business. (See Appendix B.)

Itemized Receipt: A credible, detailed receipt that includes the name of the business, date of the transaction, all items purchased, price per item and total cost. A copy of a credit card receipt or statement is not considered an itemized receipt.

Meals

Meals incurred due to travel or for irregular circumstances encountered on Airport business.

Mileage Reimbursement

Mileage for employees using their own vehicle for Airport business.

Reimbursable Expenses

Costs incurred while conducting official Airport business that can be reimbursed including travel-related expenses, food and beverages for special meetings, supplies for training, and small tools and equipment.

Petty Cash

Reimbursements within prescribed amounts that are processed within three business days of receipt.

Special Meeting

Any meeting that is not a regularly scheduled meeting. Examples of a special meeting include non-routine training, meeting with consultants that cannot be scheduled at another time, non-routine team meeting, etc.

SECTION II: Employment and Legal Administration
SUBJECT: Travel and Other Expense Reimbursement

Taxability of Reimbursements

It is the employee's responsibility to understand the Internal Revenue Service Tax Code as it applies to business related expenses and reimbursements. Information on reimbursements for business related expenses can be found in IRS Publication 463. The most current version of this publication can be found on the IRS web site at www.irs.gov. If an employee is uncertain on this matter, it may be appropriate to obtain the advice of a tax professional.

Travel to approved seminars, conferences, training, workshops, and educational and information activities, with or without an overnight stay.

Travel Advance Funds provided to an employee prior to travel to assist with payment of anticipated eligible expenses.

RESPONSIBILITY**All Employees**

Employees are to exercise good judgment in the expenditure of public funds. All employees are responsible to know and follow this policy.

For Non-Travel-Related Expenses

Employees are responsible for:

- Obtaining prior approval for the expense from their Manager.
- Completing the Expenditure/Expense Report Form, attaching itemized receipts, and obtaining their manager's approval.
- Submitting the completed and approved Expenditure/Expense Report Form to the Finance Department for reimbursement within thirty (30) days of incurring the expense.

For Travel-Related Expenses

Employees are responsible for:

- Prior to travel, completing the Travel/Training Request Form (see Appendix B) and obtaining approval of travel plans from their manager as soon as possible before the travel is required, so the best fees and fares available can be secured.
- Working with management to review travel plans to determine which are most appropriate
- Planning schedule to minimize impacts to the Airport.
- Obtaining prior approval when there is a deviation from the approved reservations
- Keeping accurate records of expenditures while traveling, including itemized receipts for meals and lodging.
- Completing the Expenditure/Expense Report Form, attaching itemized receipts, and obtaining their manager's approval.
- Submitting the completed and approved Expenditure/Expense Report Form to the Finance Department for reimbursement within thirty (30) days of incurring the travel-related expense.

POLICY#: 224**SECTION II: Employment and Legal Administration****SUBJECT: Travel and Other Expense Reimbursement**

Managers and Supervisors are responsible for:

- Ensuring employees are aware of this policy by making it easily available in the workplace and through employee-accessible electronic means.
- Helping to plan employees' schedules to minimize impacts to the Airport.
- Examining submitted Expenditure/Expense Report Forms to ensure completeness and that all required documentation is attached.
- Reviewing, then approving or denying, any deviation from this policy.
- Reviewing Travel/Training Request Forms and any other requests related reimbursable expenditures to determine appropriateness of the expenditure.
- Approving or denying employees' Expenditure/Expense Report Forms in a timely manner.

Finance Department

Finance Department is responsible for:

- Reviewing Expenditure/Expense Report Forms for completeness and compliance with this policy.
- Processing payments for reimbursements using appropriate accounting methods.

PROCEDURE**General Rules**

Reimbursable expenses must be beneficial to the Airport and have a public interest and purpose resulting, or tending to result, in an increased efficiency in Airport administration and a more complete understanding of the operations of the -Airport. For types of reimbursable training and/or educational expenses, please refer to the *Training and Development Policy* in this Policy Book.

A manager has the authority to approve or deny requests for training/travel submitted via the Travel/Training Request Forms and to approve or deny any other approval requests related reimbursable expenditures.

Budgetary approval should be obtained from a manager for all travel of more than one day, utilizing the Travel/Training Request Form along with an estimate of costs.

Out of State Travel

Out of state travel must be approved in advance by the Executive Director or designee.

Expenses

The Airport will directly pay the costs associated with conducting its business. If an employee finds it necessary to incur reimbursable expenses on the Airport's behalf, it is preferred that employees first utilize their Airport credit card (if applicable) and then a personal credit card or other personal funds. Reimbursement may be obtained by filing the Expenditure/Expense Report Form and attaching all itemized receipts. Reimbursements for less than \$50.00 will be made from petty cash.

SECTION II: Employment and Legal Administration
SUBJECT: Travel and Other Expense Reimbursement

Registration

When possible, registration fees should be paid for with the Airport's credit card. If necessary, advance prepaid registration may be arranged by submitting a check request. If paid by the employee, registration fees may be submitted on an Expenditure/Expense Report Form with proper receipts or other proof of payment.

Travel Advance

The Airport will advance estimated travel expenses to employees if requested to minimize an employee's reimbursable out of pocket expenditures. Cash advanced for meals and general expenses when attending meetings, conventions, and similar group conferences will not exceed the amounts represented for the location and period on the U.S. General Services Administration (GSA) website at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Information is updated on October 1 each year. If a travel advance is necessary, it should be requested using the Travel/Training Request Form (Appendix B) and will be issued prior to the conference, seminar, training, or workshop. Travel advance requests must be submitted a minimum of two weeks prior to attendance.

Petty Cash

Expenses associated with attendance at seminars, conferences, training, and workshops can be reimbursed from petty cash up to fifty dollars (\$50.00). Documentation should be attached to the Expenditure/Expense Report Form (Appendix B) for expenses claimed, such as meals, parking and toll receipts, as well as a copy of the agenda or training schedule for the event attended.

Telephone and Internet Charges

Employees traveling on Airport business should utilize their Airport issued cellular telephone for all work-related communication. If the employee does not have an Airport issued cellular telephone, the Airport will reimburse the actual cost of calls made from personal phones with the submission of a copy of the phone bill showing the actual charges. Hotel phone charges for calls made to conduct Airport business using a hotel phone will be the hotel statement. Reasonable hotel Internet access charges are allowed for employees who are required by the Airport to access Airport email or computer system.

Cancellation Policy

If/when cancellation of a previously booked seminar, conference, training, or workshop is necessary; it is the employee's responsibility to notify his/her manager immediately. The Airport will reimburse the employee for cancellation charges if notification is made in a timely manner.

TRANSPORTATION

The employee and his/her manager are expected to consult together to determine the most cost-effective and efficient method of transportation.

Airport Vehicle

A manager must approve use of an Airport vehicle in advance.

Private Vehicle

Use of an employee's private vehicle requires approval by the manager prior to the conference. Approval will be evidenced by the completion of the Authorization to Use Personal Vehicle on Airport Business Form (see Appendix B). Travel will be reimbursed for mileage from door-to-door at the mileage rate in

POLICY#: 224**SECTION II: Employment and Legal Administration****SUBJECT: Travel and Other Expense Reimbursement**

accordance with the current IRS authorized rate. Door-to-door means that mileage will be paid from the point (either home or Airport office) from which the employee leaves for the conference. If more than one employee attends a conference by private automobile, the reimbursement will be provided to the vehicle owner. In no event will the Airport reimburse mileage expenses to more than one employee per vehicle.

Commercial Transportation

Commercial transportation should be arranged if possible through the Airport's Finance and Administration Department and will typically be paid for using the Airport's credit card. If an employee makes his/her own travel arrangements, the Airport will reimburse commercial transportation expenses for a coach class or equivalent fare and will not reimburse for business or first-class fares. The cost of trip protection insurance for airline flights will not be reimbursed.

Rental Vehicles

Rental vehicles may be authorized for use by an employee during Airport-related travel. When using a rental car, physical damage insurance coverage should be purchased from the rental agency. Liability insurance coverage should be waived.

LODGING

Overnight stays will be authorized if an event requires an extraordinarily long workday or if the event occurs over multiple days and is more than fifty (50) miles from home or work. For the purpose of this section, an extraordinarily long workday is one that exceeds twelve (12) hours, including travel time. A maximum of one-night stay for every day of the conference is allowed. The allowable hotel expense is the cost of the conference hotel or less, or the nearest "reasonable" accommodations. Government rates should be requested (employee must bring their Airport ID card). Overtime for work that includes overnight stays will be computed in accordance with the applicable employee agreement and relevant Federal and State law.

Lodging will be reserved by using the Airport credit card, and charged to the -Airport credit card if hotel policy permits. However, the employee must check out using their personal card for incidental expenses. Appropriate hotel expenses will be reimbursed via the Expenditure/Expense Report Form.

MEALS

The Airport follows Internal Revenue Service (IRS) guidance to determine per diem meal reimbursement limits. The meal reimbursement schedule can be found on the U.S. General Services Administration (GSA) website at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Rates are updated on October 1 each year.

If an employee must travel or attend a training session during their normal meal time(s) and meals are not provided, they may be eligible for reimbursement from the Airport. Meal reimbursement for breakfast is for purchases between the hours of 5:00 a.m. and 12:00 noon, for lunch between 12:00 noon and 5:00 p.m., and for dinner between 5:00 p.m. and 11:00 p.m.

The Airport will pay only the actual cost of meals up to the GSA maximum published per diem meal reimbursement limit. Costs exceeding the limits will be borne by the employee. Only itemized receipts for

SECTION II: Employment and Legal Administration
SUBJECT: Travel and Other Expense Reimbursement

meals will be accepted/considered for reimbursement. Hotel bills itemizing room charges for meals are not considered itemized receipts. A separate receipt itemizing eligible food expenses is required.

It is expected that employees will use good judgment in the request for per diem meal reimbursement. The Airport will not reimburse for alcoholic beverages. The employee will not be reimbursed for meals where there is a meal provided as part of the seminar/conference. For example, if a continental breakfast is served as part of a conference, there will be no additional reimbursements allowed for breakfast and the maximum breakfast limit will be subtracted from the daily limits posted on the GSA website. It is also understood that registration fees and airline tickets sometimes include meals for which the employee will not be additionally reimbursed.

APPROVED AND NON-APPROVED EXPENSES WHILE ON TRAVEL STATUS

Expenses not included here will be reimbursed at the discretion of the Executive Director or designee. In general, alcoholic beverages will only be approved based on the specific business functions and needs.

Approved for Reimbursement	Not Approved for Reimbursement	Discretionary Items for Reimbursement
Registration Lodging Transportation/mileage Meals Receipted Parking Fees Official Phone Calls Daily Internet Service Charge Bridge Tolls Hotel Parking Airport/Shuttle Parking	Dry Cleaning Laundry Entertainment In-Room Movies Recreation Clothing Lost Luggage Replacement	Reasonable Baggage Charges Alcoholic Beverages

EXPENSE REPORT

An Expenditure/Expense Report Form must be filed within thirty (30) days of return from authorized travel. Any balance of a travel advance must be returned with an Expenditure/Expense Report Form upon returning from travel. Travel advances will not be issued to persons currently delinquent on any expense reports. Any employee failing to submit an Expenditure/Expense Report will have the amount of the travel advance included as part of their taxable income.

- A copy of the appropriate documentation describing the seminar or conference is to be attached to the Expenditure/Expense Report Form.
- If there are eligible expenses incurred where a receipt is not provided or if a receipt is lost, a Receipt Affidavit Form (see Appendix B) can be filled out to serve as a replacement. However, a Receipt Affidavit Form is to be used only in unusual situations.
- Any amounts due to the employee will be paid on the regular warrant list, or through petty cash if under fifty dollars (\$50.00).

POLICY#: 224**SECTION II: Employment and Legal Administration****SUBJECT: Travel and Other Expense Reimbursement**

The Deputy Executive Director of Finance and Administration or designee may disallow any item of expense reimbursement if it appears improper, is not in compliance with this policy, or is unsupported by appropriate documentation. The Executive Director will settle disputes related to expense and/or travel reimbursements and his/her decision is final, except that employees may exercise grievance rights as provided by an applicable employee agreement and/or the Airport *Grievance Procedure Policy*.

Eligible expenditure amounts for hotel and meal reimbursements while traveling on Airport business can be found on the GSA website at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Rates are updated on October 1 each year.

The following applicable forms and tables are located in Appendix A - Travel and Other Expense Reimbursement Forms and Guides:

- Travel/Training Request Form (includes Travel Advance request)
- Expenditure/Expense Report Form
- Receipt Affidavit Form
- Authorization to Use Privately-Owned Vehicles on Airport Business

SECTION II: Employment and Legal Administration
SUBJECT: Professional Development and Certification

PURPOSE

The purpose of this policy is to provide guidelines for administering professional development and certifications at the Airport.

POLICY

The Airport recognizes the importance of encouraging and supporting employees in professional development activities that are related to their employment. It extends to work related professional development opportunities including, but not exclusive to, tuition reimbursement, eLearning, employee workshops, courses, classes, and professional conferences. Responsibility for professional training and development extends to all levels of the organization

DUTIES AND RESPONSIBILITIES

The following describe the duties of each Airport employment level:

Managers are collectively responsible for the development of the annual training plan. Management is responsible for identifying, creating, and providing opportunities for professional development and training to enhance and build the capacity, skills, excellence, and professionalism of employees to enable them to contribute safely, effectively and creatively to the Airport's mission. Managers have the final approval for funding and providing time for professional development and training opportunities. Managers are also responsible for assessing and communicating professional development and training needs of individual employees in their direct reporting line, identifying and actively encouraging and supporting appropriate learning experiences.

Employees are responsible for assessing their job-related skills and knowledge, for maintaining a high level of performance throughout their employment at the Airport, engaging in their development plans in partnership with their supervisor(s), participating in the designated training events and for seeking approval for appropriate professional development and training opportunities in consultation with their supervisors. Employees act as the primary source of feedback for all training events.

DEFINING PROFESSIONAL DEVELOPMENT AND CERTIFICATION

Professional development and certification is defined as learning undertaken by employees to maintain and advance their skills, knowledge and competencies, specifically as they relate and add value to the job and workplace. It is a dynamic process and may be achieved not only through participation in formal coursework but also through professional experience, collaboration, mentoring, participation in activities of professional organizations, and independent study and research. An employee is considered trained when instruction is given either on the job, in the classroom, or a combination of both, accomplished in concert with/or followed by successful demonstration of the acquired knowledge or skill.

To be eligible under this policy, professional development and certification must focus on imparting information and awareness to the employee participants and include an assessment which is defined as the act of assessing; appraisal; evaluation of specific task, series of tasks, or knowledge.

POLICY#: 225**SECTION II: Employment and Legal Administration****SUBJECT: Professional Development and Certification**

TYPES OF PROFESSIONAL DEVELOPMENT AND CERTIFICATION

There are many different types of development, training, and certification available to employees. This section provides some definitions.

- *Compliance Training* refers to the process of educating employees on laws, regulations and company policies that apply to their day-to-day job responsibilities and can include “soft skills”, technical, or safety training.
- *Soft Skills Development or Training* includes topics such as the prevention of harassment and bullying, ethics, oral and written communication, interpersonal relations, conflict management, teamwork, and leadership skills.
- *Technical Training* involves learning how to safely and effectively perform the technical components of a job. This type of training may include topics like equipment operation/maintenance, and computer software/information systems.
- *Safety Training* is performed to educate employees in safe work practices and to promote a safe and healthful working conditions for employees. The Airport will provide both compliance and best practice safety training in the field of occupational safety and health.

ELIGIBILITY

Professional development and training opportunities are available to all employees. Supervisors will plan for and allow appropriate professional development and training activities that occur during the workday in concert with their respective manager. The employee’s supervisor or manager must approve professional development and training activities that require time away from the Airport or workgroup. Professional development and training activities outside of and in addition to regular work hours require written approval in advance if the activities are to be considered as regular hours worked for overtime compensation.

PROCEDURES

The Airport has established the following procedures for reimbursement of the cost of professional development, training, certifications, and licenses.

Education Reimbursement

For qualified, regular, full-time employees who do not receive educational incentives, the Airport may reimburse the cost of tuition, enrollment fees and books for courses that employees take at recognized institutions. These courses must have prior approval by the supervisor and Executive Director and must provide increased competence in the employee’s present job or prepare them for advancement in the Airport.

The maximum funding for any employee during a fiscal year is five thousand two hundred and fifty dollars (\$5,250.00) per fiscal year for approved expenses incurred during that fiscal year.

Requests for continuing education should be submitted in writing to management and include the following information:

SECTION II: Employment and Legal Administration
SUBJECT: Professional Development and Certification

- Description of the course and its relevance to the employee's work performance or career development [SEP]
- Dates of enrollment
- Costs of tuition, required books and materials
- Passing grade of "C" or higher [SEP] Within 30 days of completion of the approved course or program, you must submit proof of completion in the form of an official transcript with the final grade and receipts for the actual costs as pre-approved. [SEP] Upon submission of these requirements, the employee will be reimbursed a maximum of \$5,250 per fiscal year for approved expenses incurred during that fiscal year. [SEP] While educational assistance is expected to enhance the employee's performance and professional abilities, the Airport cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Normally, an employee must be employed by the Airport when the course is completed in order to qualify for reimbursement. If an employee leaves the Airport within one year of reimbursement, the allowance will be prorated based on number of months employed during that year and collected from the employee by deducting from their last paycheck upon separation.

Certifications/Licenses

When certificates are required for a position, the Airport will reimburse the employee for the cost of renewing the certificate. The employee is responsible for the original cost of obtaining the certificate. The Airport will provide reimbursement for employees who renew/maintain their Class A and/or B Drivers Licenses.

Seminars and Workshops

The Airport may, at its expense, elect to send employees to approved training programs, seminars and/or conferences from time to time. While these programs are normally scheduled during regular work hours, there may be evening or weekend classes or activities. In the event that the program requires overnight accommodations, overtime will not be paid for any portion of these programs. A non-exempt employee attending an Airport paid one-day meeting will be paid for any overtime hours incurred for traveling on that day.

Employees requesting approval to attend a seminar must make written request, including estimated expenses. The request should be submitted to a department manager for approval.

Professional Associations/ Technical Groups

The Airport supports and encourages its employees to join and participate in appropriate professional associations and technical groups. To accomplish this, the Airport allows employees to attend dinner meetings that sometimes include late afternoon workshops. With prior approval, the Airport will allow the employee to attend the workshop, at -Airport expense (for the dinner) and on -Airport time. However, the Airport will not pay overtime for any time worked after regularly scheduled work hours.

General Procedural Information

POLICY#: 225**SECTION II: Employment and Legal Administration****SUBJECT: Professional Development and Certification**

Overtime Pay or Compensatory Time

Overtime will be authorized in accordance with applicable laws and all applicable employment agreements. Should the occasion arise that would require overtime, overtime must have prior approval by a supervisor or manager who will specifically note and grant authorization in the time control system.

Vehicle Use and Travel Reimbursement

Employees must obtain prior approval from their supervisor or an Airport manager for use of a personal or an Airport vehicle for Airport training and travel. Employees authorized to use their personal vehicles will receive the current reimbursement.

Sharing Lessons Learned from Training

As directed by their supervisor, all employees attending a training session may be required to make a presentation to an appropriate audience as early as within two weeks of attending a training or conference. For example, if supervisors attend a workshop on leadership, they may be asked to lead a discussion on the subject matter with their peers. As a general guideline, such a presentation would be five to ten minutes per one hour of workshop time.

Flexible Schedules for Professional Development

Employees who request approval to attend classes or trainings under this policy that are scheduled outside of their regular work schedule must be willing to flex regularly scheduled hours to minimize overtime to the Airport and to accommodate training, meeting, and workshop schedules.

Use of Compensatory Time Off.

Compensatory time off or overtime will be authorized in accordance with applicable laws and the applicable employee agreement. Should the occasion arise that would require compensatory time off or overtime, the manager or supervisor will review the request and, if approved, specifically note and grant authorization.

Requesting and Obtaining Reimbursements

Procedures to request and obtain reimbursements under this policy section can be found in the Airport's *Travel and Other Expense Reimbursement Policy*.

POLICY

The Airport strives to offer effective benefit plans to all regular employees. Medical, dental, and vision plan designs and premium cost-sharing offered by the Airport will meet or exceed any federal or state minimum requirements. The Airport provides additional benefits including life and accidental death and dismemberment (AD&D) insurances, state disability insurance (SDI), cafeteria plan (flexible spending account and supplemental insurances), California Public Employees' Retirement System (CalPERS) and deferred compensation plans. More specific details on plans offered and employer/employee cost-sharing can be found in MOUs and insurance plan documents. Eligibility begins on the first of the month following the first date of employment.

WAIVER

Employees may apply in writing to the Airport for waiver of required participation in the Airport's medical insurance program and to receive a payment in lieu of medical insurance coverage. The in lieu opt out payment amount for all employees hired on or after July 1, 2009 is five hundred dollars (\$500). To be eligible to opt out of the Airport's medical insurance and receive a payment, the employee must provide proof of current equivalent coverage through other sources, which the Airport deems acceptable. The payment in lieu of Airport medical insurance amount will be paid as a taxable cash benefit. Employees enrolled in the Airport's medical insurance coverage will not receive any waiver payment. Cash in-lieu payments for employees hired prior to July 1, 2009 who have applied for and received a waiver may be found in the applicable employment agreement.

COBRA RIGHTS

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the Airport's health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare or when a dependent child no longer meets eligibility requirements. Contact Human Resources to learn more about applicable COBRA rights.

LIFE INSURANCES

The Airport maintains life insurance at no cost to the employee. Plan documents are on file with the Airport's Human Resources office and benefit levels are subject to change with subsequent resolution or contractual agreement. Specific level of coverage and other details can be found in the applicable employee agreement.

STATE DISABILITY INSURANCE

The Airport provides State Disability Insurance (SDI). Employees pay 100% of the cost for SDI through payroll deductions.

To the extent permitted by contract or law, this insurance coverage will be integrated with workers' compensation or sick leave benefits received by the employee.

SECTION III:
EMPLOYEE CONDUCT

(This page left intentionally blank.)

INTRODUCTION

The Airport is committed to protecting the safety, health and wellbeing of those receiving Airport services, all employees and other individuals in our workplace. We recognize that alcohol and drug abuse pose a significant threat to these goals. We have established a program that balances our respect for individuals with the need to maintain an environment free of alcohol and drug abuse.

PURPOSE

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the Airport's managers and employees. To that end, the Airport will act to mitigate the impact of an employee's abuse of any substance (alcohol, illegal drugs, prescription drugs, or any other controlled substance, as defined by the Controlled Substances Act) that could impair the employee's ability to safely and effectively perform the functions of an employee's job, or which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Airport's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination. Whenever possible, the Airport will give preference to rehabilitation over discipline when responding to an employee's substance abuse.

POLICY

APPLICABILITY

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies to employees during their regular working hours, whenever an employee is conducting business or representing the organization, when an employee is on call or on paid standby, or when an employee is on Airport property. Our policy covers, but is not limited to managers, supervisors, regular full-time employees, regular part-time employees whether on or off-site, and contractors.

PROHIBITED BEHAVIOR

At all times that this policy is applicable, the use, distribution, dispensing, possession, or manufacture of any alcohol, illegal drugs, prescription drugs, or any other controlled substances is prohibited unless specifically authorized by the Airport. Law enforcement will be notified, as appropriate, where criminal activity is suspected.

Use of illegal drugs is always prohibited. The illegal or unauthorized use of prescription drugs is always prohibited. Consumption of alcohol during normal business hours is prohibited.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to notify his/her supervisor. An employee is not required to disclose the nature of his/her medical condition, or to identify the medication he/she is taking, but must clearly indicate effects, such as impaired alertness, balance

POLICY#: 301**SECTION III: Employee Conduct****SUBJECT: Drug Free Workplace**

impairment, warnings about operation of machinery, etc. Failure of an employee to notify a supervisor of his/her use of any medication that may interfere with his/her work performance may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required by the Executive Director or his/her designee. The employee may obtain such clearance on Airport time and at Airport expense if the employee is directed to obtain the verification prior to commencing his or her assigned duties. Use of Airport time must be reasonable and no overtime liability will be incurred. If a physician does not release an employee to work while taking medication or if an employee requires modified duty, the Airport will engage in the interactive process with the employee to identify an alternate work assignment, appropriate use of leave, or other form of temporary or permanent reasonable accommodation.

ASSISTANCE

The Airport recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.
- May cover treatment for alcoholism and/or other drug use through the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

COMMUNICATION

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- Supervisors will receive training to recognize employees with alcohol and other drug problems.

DRUG AND ALCOHOL TESTING**Types of Testing**

The Airport may require pre-employment drug testing prior to hire and drug testing of employees and other personnel, as described in the section on *Applicability* earlier in this policy, upon reasonable suspicion. Except as may be required by the DOT for specific safety-sensitive positions, or agreed in a last-chance return-to-work agreement with an individual employee, the Airport will not conduct random drug testing. Pre-Employment Testing: A pre-employment drug test may be conducted before an employee is hired.

Reasonable Suspicion Testing

All employees will be subject to reasonable suspicion testing (also known as probable cause testing) when there are reasons to believe that drug or alcohol use is adversely affecting job performance or the employee

has violated the Airport's alcohol or drug prohibitions. A reasonable suspicion referral for testing will be made based on documented objective facts and circumstances that are consistent with short-term effects of substance abuse. Persons designated to determine whether reasonable suspicion exists must have training to detect and document the physical, behavioral, speech, and performance indicators of intoxication and use of controlled substances.

All testing, sample collection procedures, analysis methods relative to substances evaluated and cutoff limits, and reporting of test results will be performed by a qualified and objective third-party administrator (TPA), which will adhere to and follow the guidelines (and all subsequent amendments for workplace drug testing as established by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA). The TPA will use a laboratory certified by SAMHSA to perform all analyses of samples, and a medical review officer (MRO) qualified according to SAMHSA standards.

Medical Examination Procedure

The medical examination may test for any substance that could physically and/or mentally impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to alcohol, prescription medications, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturate, amphetamines, marijuana, other cannabinoids, and other illegal substances defined by Federal or State law.

Employees may consult with a representative prior to being medically examined for use based upon reasonable suspicion. The representative must be available and present within a reasonable time from the request, a reasonable time being approximately one hour from notification. The Airport reserves the right to administer the medical exam within one hour of the call to the representative.

Results of Medical Examination

A positive result from a drug and/or alcohol test obtained during a medical exam may result in disciplinary action, up to and including termination. The decision to discipline or termination will be carried out in conformance with the Airport's discipline procedures and policies. Whenever possible, the Airport will give preference to rehabilitation over discipline when responding to an employee's substance abuse.

If a drug screen is positive for a prohibited substance, the employee must provide within two working days of the receipt of the positive test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. Extension of the time beyond the two working days may be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, if the prescription is not in the employee's name, or the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to, and including, termination.

If an employee tests positive for any prohibited substance and the Airport notices its intent to discipline the employee, within forty-five (45) days of issuance of a Notice of Intended Disciplinary Action, the employee or employee labor organization may request and secure at the employee's or employee labor organization's expense, a test of the specimen. The employee or the employee labor organization will advise the Airport in writing of the request for testing a second specimen within ten days of making such a request.

POLICY#: 301**SECTION III: Employee Conduct****SUBJECT: Drug Free Workplace**

CONFIDENTIALITY

Medical or laboratory reports or test results will not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Deputy Executive Director of Finance and Administration. The reports or test results may be disclosed to Airport management on a strictly need-to-know basis and to the employee upon request. Disclosures, without employee consent, may also occur when: 1) the information is compelled by law or by judicial or administrative process; 2) the information has been placed at issue in a formal dispute between the employer and employee; 3) the information is to be used in administering an employee benefit plan; or 4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

SEARCHES

The Airport reserves the right to search, without employee consent, all areas and property in which the Airport maintains control or joint control with the employee. Controlled and jointly controlled areas include Airport vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee will have his or her locker, or other space for storage that is owned or leased by Airport that may be assigned to him or her searched except when he/she has been notified that a search will be conducted. Employee requests to be present during the search will be honored if the employee is able to return to the worksite within one hour of notification of the search. All such searches will be based upon probable cause to search. Probable cause forming the basis of the search will be provided to the employee in writing. The written document will be given to the employee prior to the search or, if that is not possible, within twenty-four hours of the search.

Except as specified elsewhere in this Policy Book, any manager or his/her designee will not physically search the person of employees, nor will they search the personal possessions of an employee without the written consent of the employee.

EMPLOYEE RESPONSIBILITIES

An employee must:

- Not report to work or be subject to duty while his/her physical and/or mental ability to perform job duties is impaired due to on- or off-duty alcohol or drug use;
- Not possess impairing substances (alcohol, illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at any time while at the assigned worksite;
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty;
- Submit immediately to a medical examination when ordered, in writing, by a manager or his/her designee when reasonable suspicion exists that the employee is either physically and/or mentally unable to perform the duties of his/her position;
- Notify his/her supervisor, before beginning work of any medications he/she has been prescribed that could interfere with the employee's safe and effective performance of duties or operation of equipment; When a drug screening/test is positive for a potentially impairing drug or medication, provide within two working days of request a bona fide verification of a current valid prescription

in the employee's name for that drug or medication. Extensions of time beyond the two working days may be granted upon the showing of good cause; and

- Abide by all applicable regulations of the Federal Drug-Free Workplace Act of 1988.

Thus, such employees who are convicted after March 18, 1989 of any criminal drug statute for a violation occurring in the workplace must notify the Airport no later than five days after the conviction. Once the Airport is notified of the conviction, the Airport must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the Airport will take appropriate personnel action up to and including termination. As a condition of continued employment, the Airport may require the convicted employee to satisfactorily participate in an approved drug abuse rehabilitation program.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Seek appropriate treatment for drug and alcohol abuse before it impairs workplace safety and work performance.
- Report dangerous behavior to their supervisors.

MANAGERS RESPONSIBILITIES

It is a manager's responsibility to:

- Inform employees of the drug-free workplace policy, and attend required supervisory training related to this policy
- Observe employee performance
- Investigate reports of dangerous practices
- Document negative behaviors and problems in performance
- Counsel employees as to expected performance improvement
- Clearly state consequences of policy violations
- Report any concerns to management

MANAGEMENT RESPONSIBILITIES

Managers or their designees are responsible for reasonable enforcement of this policy. A manager or his/her designee may order an employee to submit to a medical examination when he/she has reasonable suspicion that an employee is intoxicated or impaired by drugs or alcohol while on the job or receiving compensation while on-call. Subject to being called "reasonable suspicion" is such a state of facts as would lead a supervisor to entertain an honest and strong suspicion that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee is not able to physically and/or mentally perform the duties of his/her position in a proper manner.

Any manager or his/her designee ordering an employee to undergo a medical examination will document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or impaired by alcohol or drugs, prior to the request for the medical exam. Any manager or his/her designee encountering an employee who refuses an order to submit to a medical examination will remind the

POLICY#: 301**SECTION III: Employee Conduct****SUBJECT: Drug Free Workplace**

employee of the requirements and disciplinary consequences of this policy. A refusal to test means that an employee:

- Engages in conduct that clearly obstructs or does not allow for the successful completion of the testing process, including refusal to sign consent forms.
- Fails to provide adequate breath for alcohol testing as required by Airport without a valid medical explanation (as determined by a medical evaluation);
- Fails to provide an adequate urine sample for controlled substances testing as required by Airport without a genuine inability to provide a specimen as determined by a medical evaluation.
- Where there is reasonable suspicion that the employee is impaired by alcohol or drugs, the manager or his/her designee should ensure that the employee is safely transported to an appropriate location.

REASONABLE SUSPICION TESTING PROCEDURES

Reasonable Suspicion procedures follow and forms including a Reasonable Suspicion Testing Checklist and Reasonable Suspicion Testing Consent Form can be found in Appendix C of this Policy Book.

OBSERVATION OF BEHAVIOR

When a supervisor is notified or suspects an employee may be in violation of the Airport's *Drug Free Workplace Policy*, the supervisor must observe the behavior of the employee and immediately complete the Reasonable Suspicion Testing Checklist.

After completing the Reasonable Suspicion Testing Checklist, if the supervisor concludes there is reasonable suspicion that the employee may be in violation of the policy (e.g. using or being under the influence of drugs or alcohol while at work), the supervisor must contact another qualified observer (such as an Airport supervisor, manager, or Human Resource professional who has received training) to detect and document the physical, behavioral, speech, and performance indicators of intoxication and use of controlled substances. The second observer must also observe the behavior of the employee and complete a separate Reasonable Suspicion Testing Checklist.

After completing both Reasonable Suspicion Testing Checklists, if the supervisor and second observer both believe the employee may be in violation of the policy, the supervisor and second observer must escort the employee to an area where a conversation with the employee can be held in private. Both the supervisor and second observer should be involved in all steps of the process and both are expected to fully document the events immediately. An HR professional should be consulted as soon as feasible.

EMPLOYEES SUBJECT TO A COLLECTIVE BARGAINING AGREEMENT

Employees may consult with a representative prior to being medically examined for use based upon reasonable suspicion. The representative must be available and present within a reasonable time from the request, a reasonable time being approximately one hour from notification. The Airport reserves the right to administer the medical exam within one hour of the call to the representative.

NOTIFICATION OF VIOLATION TO EMPLOYEE

The supervisor will inform the employee that observations indicate that the employee may be in violation of the Drug-Free Workplace Policy and will inform the employee of the observations recorded. The supervisor must ask the employee to offer an explanation of the observed behaviors. Both the supervisor and the second observer will document the conversation, including noting if the employee declined to comment.

After an explanation is provided, or the employee declines to comment, if both the supervisor and second observer believe the employee is in violation of the policy, they will notify the employee as follows:

"The Airport's Drug Free Workplace policy states that employees will be subject to reasonable suspicion testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance or the employee has violated the Airport's alcohol or drug prohibitions. At this time, we believe you are in violation of the Drug Free Workplace policy and are requesting that you submit to a reasonable suspicion drug/alcohol test. This test will involve screenings to detect the presence of alcohol or drugs in your system. A positive test could result in corrective action, up to and including termination of your employment. Please read the Reasonable Suspicion Testing Consent Form, provided to you, and sign in the appropriate area to indicate either your consent to or your refusal of the test. Failure to submit to and/or complete this testing may lead to corrective action, up to and including termination of employment."

EMPLOYEE REFUSES TESTING

If the employee refuses to submit to the testing, the supervisor must tell the employee that refusal to submit to and complete the testing could subject them to corrective action up to and including termination of employment. The supervisor should again ask the employee to submit to the testing. If the employee refuses again, the supervisor will inform the employee that the refusal could subject them to corrective action. The supervisor will instruct and assist, if necessary, the employee to make arrangements to be taken home safely. If the employee refuses such arrangements, the supervisor may obtain employee vehicle information such as make, model, color, license plate number and notify local police that the supervisor is the supervisor of an employee suspected of being in violation of the Drug-Free Workplace policy and that the suspected employee may be attempting to operate a vehicle. The supervisor must report this refusal to HR as soon as possible.

EMPLOYEE CONSENTS TO TESTING

If the employee consents to testing, the supervisor should contact and inform the appropriate specimen collector that they are the supervisor of an employee suspected of being in violation of the Drug-Free Workplace policy and that the suspected employee will be transported to the specimen collection location for a drug/alcohol test screening. The supervisor or a manager will transport the employee to the collection location.

SPECIMEN COLLECTION

For alcohol testing, an evidential breath-testing (EBT) device is used. For drug testing, urine specimen collection and testing by a laboratory certified by the Department of Health and Human Services is required by the Omnibus Transportation Employee Testing Act.

POLICY#: 301**SECTION III: Employee Conduct****SUBJECT: Drug Free Workplace**

The supervisor or manager will remain with the employee while at the collection location. If the employee refuses to cooperate in the testing process, the supervisor or manager must tell the employee that refusal to submit to and complete the testing could subject them to corrective action up to and including termination of employment. If after reasonable efforts have been made to enable the employee to provide a breath or urine specimen and the employee is unable to do so, third party administrator protocol is to be conducted to establish medical impediment to providing a specimen. If no medical impediment exists, it is considered a refusal to test. Once the screening has been completed, the supervisor or manager will inform the employee to report to duty at their next assigned shift and should instruct, assist, and if necessary, arrange to take employee home safely.

HUMAN RESOURCES NOTIFICATION

The supervisor must notify Human Resources as soon as possible and provide him/her with the original copies of the Reasonable Suspicion Testing Checklist, the Reasonable Suspicion Testing Consent Form, and any other relevant documentation.

TEST RESULTS

Test results will be reviewed by a medical review officer who will report test results in accordance with the guidelines (and all subsequent amendments) established by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) to the Deputy Executive Director of Finance and Administration. The Deputy Executive Director of Finance and Administration will work with operational supervisors, managers, and the employee as appropriate to determine next steps.

POLICY

For health, safety, and business considerations, employees are discouraged from smoking. This includes electronic cigarettes and personal vaporizing devices (“vape pens”) Secondhand smoke can be harmful to nonsmokers as well as smokers. Smoking is not permitted in Airport buildings, or in the presence of Airport’s customers. Employees who wish to smoke may do so on designated breaks outside and in accordance with California state law. Smoking is prohibited within 20 feet of main entrances, exits, operable windows, or ventilation system intakes.

POLICY#: 303**SECTION III: Employee Conduct****SUBJECT: Workplace Security, Safety, and Violence in the Workplace**

POLICY

To provide a safe and healthful work environment for employees, clients, visitors, and the general public, the Airport has established a workplace safety program. All employees are responsible for the safety of themselves as well as others in the workplace and this depends on the alertness and personal commitment of all. This program is a top priority for the Airport and is defined in the ***Airport Injury and Illness Prevention Plan (Plan)***. The ***Plan*** is available for review by all employees in their assigned departments as well as in Human Resources.

Some of the best safety improvement ideas come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations may be subject to disciplinary action up to and including termination of employment.

If an accident results in injury, regardless of how insignificant the injury may appear, employees must immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

ASBESTOS NOTIFICATION

California Health and Safety Code requires that employees must be notified that certain Airport buildings built prior to 1979 were built with some construction material containing asbestos (ACM). ACM (e.g. floor or ceiling tiles, exterior coverings, and insulation) poses no significant health hazard if it is not disturbed. Therefore, when conducting any maintenance on an ACM building, it is important that employees do not drill, scrape, sand, attempt to remove or in any way disturb possible ACM.

When authorized repair or remodeling is performed in an ACM building, strictly regulated procedures must be followed to prevent release of asbestos. Employees must report any activity that may disturb asbestos construction materials. For more information about a particular building, or to report an asbestos concern, contact your supervisor or the Manager of Operations.

VIOLENCE IN THE WORKPLACE

The Airport also has a zero-tolerance policy for acts of violence and threats of violence in the workplace.

Threatening or intimidating behavior, threats, or acts of violence will not be tolerated and may be grounds for immediate termination, arrest and prosecution, and/or civil action. Any individual who engages in threatening behavior or violent acts (or who makes comments about inflicting self-harm or harming others, even if in jest) while on Airport property will be removed from the premises and may not return until the incident is fully investigated. The Airport reserves the right to have any such incident assessed by a professional who specializes in threat assessment.

SUBJECT: Workplace Security, Safety, and Violence in the Workplace

Threats to or intimidation of employees in the workplace by individuals outside the Airport are also not tolerated and must be reported to the Executive Director immediately. Alternatively, reports can be made to the Airport's legal counsel. This may include acts of domestic violence and threats of harm from customers or vendors toward employees or Airport property.

Possession of a weapon on Airport premises and at Airport-sponsored events will constitute a threat of violence.

If an employee is a witness to or receives a threat, or learns that another person has witnessed or received a threat, he/she must notify their supervisor or the Executive Director immediately. Reports must be made of all incidents no matter who was involved or their relationship to each other. If an employee applies for or obtains a protective or restraining order that lists Airport locations as protected, he/she must provide a copy to the Executive Director. The Airport understands the sensitivity of such information and uses confidentiality procedures that recognize and respect employees' privacy.

The safety of the office as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential safety risks. Employees should immediately notify management when unknown persons are acting in a suspicious manner in or around the workplace.

The Executive Director or his/her designee will respond to and conduct any necessary investigation of any potential threats of violence.

Specific procedures regarding violence in the workplace will be documented through the Injury and Illness Prevention Program, in accordance with Cal OSHA requirements.

POLICY#: 304**SECTION III: Employee Conduct****SUBJECT: Vehicle Use/Driving on District Business**

POLICY

The purpose of this policy is to define the responsibilities and rules for the use of Airport vehicles and equipment, and privately-owned vehicles used for Airport business. This policy applies to Airport Board members, managers, employees, and other authorized individuals as specified in this policy. This policy will take the place of all previous Airport vehicle policies and resolutions of the Airport's Board of Directors related to these topics, except for additional Department specific written policies and guidelines

MANAGER RESPONSIBILITIES**Enforcement**

Managers are responsible for enforcing this policy within their departments.

Driver's License Checks

Airport will require DMV driver's license checks for new employees that are required to drive as part of their duties with the Airport.

Driver's License and Insurability Verification

The Finance and Administration Department is responsible for verifying that all employees who drive on Airport business are insurable under the Airport's risk pool and have a valid California driver's license. This departmental obligation does not diminish the employee's obligations pursuant to this policy.

DOT Driver Records

The Finance and Administration Department will maintain accurate records of employees who are required by Department of Transportation (DOT) regulations to have a commercial driver's license. At a minimum, the record will include a copy of the employee's current DOT identification card, and a copy of the most recent DMV driver record information.

Pull Notice Program

Airport employees who are required by California DMV pull notice policy (Class A, B, and C with special endorsements) or drive on Airport business daily must be enrolled in the Department of Motor Vehicles (DMV) pull notice program in accordance with DMV program rules. Hard copies of the employee's activity reports are kept and tracked by the Finance and Administration Department as provided and allowed for under the California DMV pull notice program.

EMPLOYEE RESPONSIBILITIES**Responsible Driving**

Each Airport driver/operator must drive responsibly, anticipate emergency situations and make every effort to avoid accidents. All employees operating a vehicle on Airport business represent the Airport and will always project a professional and responsible image to the public.

Follow Traffic Laws

Airport drivers/operators are expected to be knowledgeable of and follow all applicable Federal, State, and local traffic laws.

Driver's License

Airport employees operating vehicles or equipment on Airport business must have a valid State of California Driver's License at the appropriate level and with any necessary special endorsements. For the purpose of this policy section, "valid" means a current California Driver's License without restrictions, suspensions, or any other non-validating activity.

Suspended, Revoked or Restricted Driver's License

Airport employees who are required to have a valid California driver's license to operate vehicles or equipment on Airport business must immediately inform their supervisor in the event their driver's license is suspended, revoked, or is otherwise restricted in a way that impacts the employee's ability to perform their job. Failure to inform a supervisor or other Airport management staff member may result in disciplinary actions per the Airport's policies and guidelines.

OPERATING A VEHICLE ON AIRPORT BUSINESS**Privately Owned Vehicles**

Employees using privately owned vehicles on Airport Business are subject to all subsections listed below and as specified in the section *Airport Owned or Leased Vehicles and Vehicles under Airport Control*. The use of privately owned vehicles for Airport Business must have prior approval by the Executive Director or a department manager.

Responsibility

Department managers are responsible for determining when it is most advantageous to the Airport for an employee to use a privately-owned vehicle on Airport business. Factors to be considered include: availability of Airport vehicles, cost of a Airport vehicle vs. mileage reimbursement, the appropriateness of the vehicle for the required use and best use of employees' time and operational efficiency.

Insurance Requirements

Employees who drive a privately-owned vehicle on Airport business must maintain automobile insurance that complies with the State of California minimum requirements for bodily injury and property damage.

Primary Insurance Coverage

If an employee is involved in an accident in a privately-owned vehicle, even though conducting authorized Airport business, the employee's automobile insurance is primary to any other coverage per the California Vehicle Code.

Exclusive Use

No employee will travel on Airport business in a privately-owned vehicle without the approval of his/her division manager.

POLICY#: 304**SECTION III: Employee Conduct****SUBJECT: Vehicle Use/Driving on District Business**

Reimbursement Claims

When Airport employees use a privately-owned vehicle on Airport business they will be reimbursed at the rate provided by the mileage reimbursement rates as shown on the IRS website at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

Reimbursement will be based on the mileage from door-to-door. Door-to-Door means that mileage will be paid from the point (either employee's home or Airport office) from which the employee leaves for the reimbursable event.

Claims for mileage reimbursement must be submitted on Airport claim forms and processed in accordance with the Airport's Business and Administrative Services procedures.

Motorcycles

No employee will operate a motorcycle on Airport business without specific authorization of the department manager.

Airport Owned or Leased Vehicles and Vehicles Under Airport Control**Authorization**

Airport owned vehicles will be driven only by appropriately licensed and authorized Airport managers, employees or other authorized persons. Authorization must be by the appropriate Airport manager, Executive Director, or Board of Directors.

Authorized Riders

No person will be permitted to ride in an Airport vehicle unless such person is an Airport manager, employee, or other authorized person conducting official Airport business, or is a passenger authorized to be in said vehicle by the Executive Director, an Airport manager, or Board of Directors.

Airport Business Use Only

Airport vehicles must be used for official Airport business only. No person other than an Airport employee or authorized person, as described in this section, will be allowed to operate any Airport vehicle.

Seat Belt Usage

The driver and all passengers in an Airport vehicle or in a private vehicle being used on Airport business must use seat belts.

Cell Phone Usage While Driving or While Operating a Vehicle

Airport employees will follow the applicable law, which includes not operating a private vehicle on Airport business or an Airport vehicle, at any time, while using a wireless telephone or an electronic wireless communications device, unless if equipped with a hands-free device, meeting code requirements. (Vehicle Code, Division 11, Chapter 12, Article 1, §.

Exception 1: This section does not apply to a person using a wireless telephone for emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency or entity. The Airport will supply hands-free equipment

for any employee required to take or make emergency calls to, from, or on behalf of the Airport while driving.

Exception 2: This section does not apply to a person when using a digital two-way radio that utilizes a wireless telephone that operates by depressing a push-to-talk feature and does not require immediate proximity to the ear of the user, and the person is driving one of the following vehicles: A motor truck or a truck tractor that requires either a commercial class A or class B driver's license to operate.

An employee who is convicted for a wireless telephone, cell phone, or electronic wireless communications device violation may be subject to disciplinary actions up to and including termination and in accordance with the Airport's Policy 404: *Progressive Disciplinary Process*.

As used in this section "write, send, or read a text-based communication" means using an electronic wireless communications device to manually communicate with any person using a text-based communication, including, but not limited to, communications referred to as a text message, instant message, or electronic mail.

For purposes of this section, a person will not be deemed to be writing, reading, or sending a text-based communication if the person reads, selects, or enters a telephone number or name in an electronic wireless communications hands-free device to make or receive a telephone call.

Vehicle Operation

Drivers must be familiar with the manner of operation of vehicles that they operate on Airport business. If drivers are unsure of the operation of their vehicle, they should check the owner's manual in the glove box of the car or contact their supervisor or manager for assistance.

Attentive Driving

Drivers must remain attentive to driving at all times. Use of cellular phones, eating or drinking, dealing with passengers or other distractions while the vehicle is moving should be avoided. Whenever possible, drivers should pull off the road and stop when having to deal with distractions in the vehicle.

Smoking

Smoking is prohibited in all vehicles owned, leased, or operated by the Airport.

Alcohol Drugs and Other Intoxicants

Consumption of alcohol, drugs or other intoxicants while operating Airport vehicles or equipment or while operating a privately-owned vehicle on Airport business is strictly prohibited.

Dangerous or Defective Vehicle

Any Airport owned vehicle, or privately-owned vehicle while being used for Airport business, must not be operated when in a known dangerous or defective condition.

POLICY#: 304**SECTION III: Employee Conduct****SUBJECT: Vehicle Use/Driving on District Business**

Reporting an Unsafe Vehicle

When an Airport vehicle is found to be in a dangerous or defective condition, it must be reported to a supervisor or the Operations and Maintenance Manager as soon as possible.

Visual Inspections

Employees will complete a Vehicle Inspection Form and conduct a visual inspection of the Airport assigned vehicle for damage prior to use and as required by law or instructed by a supervisor. Any damage or safety problems observed must be reported to an employee's supervisor or the Operations and Maintenance Manager immediately upon discovery. Employees must not operate a vehicle deemed to be unsafe to operate, and must follow procedures noted in this policy.

Traffic Citations

Any employee who receives a traffic citation other than for illegal parking while operating an Airport owned vehicle, or while operating a privately-owned vehicle on Airport business, must report such citation to his/her supervisor.

Returning Airport Vehicles

When returning an Airport vehicle, the vehicle will be cleaned and cleared of all debris.

Vehicle Accidents or Damage**Safe Driving**

It is the responsibility of the driver of Airport owned vehicles, or privately-owned vehicles while being used for Airport business, to exercise reasonable care to avoid impediments or obstructions in the path of the vehicle that may cause damage to the vehicle, other vehicles or property, or injury to drivers, passengers, and pedestrians. As such, any employee discovered (after internal or third-party investigation) not to be exercising reasonable care (e.g., convicted of a violation, running a red light, etc.) of an Airport vehicle, will be subject to disciplinary actions up to and including termination.

Accident / Damage Reporting

All accidents and vehicle and property damage in an Airport vehicle or piece of equipment or a privately-owned vehicle being used on Airport business, regardless of severity, must be reported immediately to the employee's supervisor, and, as required by law or Airport policy, to the appropriate law enforcement agency. Employees involved in an accident that requires notification to a law enforcement agency must request an official accident report from the responding officer. Any incidents involving an Airport vehicle requiring towing services must be reported immediately and an incident report submitted.

Timely Reporting of Accidents

Employees involved in any accident in an Airport owned vehicle or a privately-owned vehicle being used on Airport business or on a work site or property owned, leased, or under the control of the Airport, will make a complete report of such accident to their supervisor within one business day.

Accident Report Forms

Accident reports will contain information on other vehicles, drivers, property involved, witnesses, weather conditions, road conditions, and any other pertinent information regarding such accident. Accident Report Forms are in the glove compartment on all Airport vehicles or may be obtained from an employee's supervisor.

Insurance Requirements

Employees who drive a privately-owned vehicle on Airport business must maintain and provide evidence of automobile insurance to the Finance and Administration Department annually that exceeds the State of California minimum legal requirements for auto insurance coverage. State limits are available at [https://www.insurance.ca.gov/01-consumers/105-type/95-guides/01-auto/auto101.cfm#Liability Coverage and California Law](https://www.insurance.ca.gov/01-consumers/105-type/95-guides/01-auto/auto101.cfm#Liability%20Coverage%20and%20California%20Law).

Primary Insurance Coverage

If an employee is involved in an accident in a privately-owned vehicle, even though conducting authorized Airport business, the employee's automobile insurance is primary to any other coverage per the California Vehicle Code.

Take Home Vehicles**Take Home Vehicle Assignments**

Take home vehicle assignments are at the discretion of the Executive Director and are to be limited to those staff engaged in immediate, first line, emergency response for critical services or when a take home vehicle assignment results in an economy and/or efficiency that is in the best interest of the Airport.

Intermittent Take Home Vehicle

The Executive Director, on a case-by-case basis, will approve intermittent take home vehicle assignments. Intermittent take home vehicle assignment is the overnight usage of an Airport vehicle on an intermittent or other than normal basis.

Global Positioning System (GPS)

Airport vehicles and equipment may be equipped with Global Positioning System Software (GPS). This equipment notifies the Airport of maintenance needs related to the Airport's vehicles and equipment, helps to retain location information to respond to customer concerns and inquiries, assists in dispatch of Airport vehicles, and provides safety by allowing location identification for employees on a solo response or after hours.

POLICY#: 305**SECTION II: Employee Conduct****SUBJECT: Personal Communication Device Use**

PURPOSE

This policy applies to the use of personal and Airport issued personal communication devices (PCDs) by employees within the course and scope of employment. For purposes of this policy, PCDs includes any electronic communications device in which the user can write, send or read text-based communications.

POLICY

All Airport PCDs are provided as a tool to conduct Airport related business. Airport PCDs are issued on an as needed basis with the approval of the department manager. All Airport employees will use such devices in a responsible, appropriate, and safe manner. All employees assigned communications equipment will assume the responsibility to use the equipment in accordance with the provisions of this policy.

Employees are prohibited from installing any third-party software to Airport PCDs unless approved by the employee's supervisor in writing.

Employees have no expectation of privacy as to data residing in PCDs and /or voice mail, cell phone bills, and usage reports. The Airport may inspect that data at any time and without notice, as permitted by Federal and State law.

Employees must protect Airport PCDs from loss or damage. An employee assigned an Airport PCD is responsible for its good care and will be required to reimburse the Airport's cost for any damage or loss due to negligence. If such a device is damaged, fails to work properly, or is stolen or lost, the employee must notify the department manager immediately. PCDs must be charged and turned on at all times while on Airport business.

Airport employees should only use PCDs in the performance of their official duties. Personal use of Airport PCDs is strictly prohibited and will result in disciplinary action and reimbursement of charges to the Airport for personal use.

Employees will only use the camera function on Airport PCDs for work-related purposes.

PCDs must be set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls or texts may disrupt normal workflow.

Use of Personally Owned PCD

Employees should limit PCD usage during work hours to breaks or lunch periods. Usage outside of the break and lunch periods should be minimal and must follow the guidelines in this Policy.

PCD must be in silent or vibrating mode during work hours and must not be disruptive to co-workers, cause undue disruption to work activities, or have an adverse effect on work place safety.

Use of PCD While Operating a Vehicle

In the interest of the safety of our employees and other drivers, Airport employees must follow the applicable law and the Airport's *Vehicle Use Policy/Driving on Airport Business*, which includes not

operating an Airport vehicle while using a PCD unless it is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving. Under no conditions may Airport employees send or receive text messages, emails, or other forms of written communications on device PCD while operating a vehicle on Airport business as stated in the Airport's *Vehicle Use Policy/Driving on Airport Business*.

As determined by Airport management, if the employee's job requires a PCD to be turned on while driving, the employee will be provided and must use a hands-free device while using the PCD to conduct Airport business and while driving.

Location Services and Public Records Act Requests

Some PCDs come equipped with location services. Location services may be turned on in an Airport PCD. In addition, phone calls and messages placed on behalf of the Airport and while conducting Airport business, whether on a personal or Airport phone, may be included in discovery or a Public Records Act request. Employees should not have an expectation of privacy while conducting Airport business using a cell phone.

POLICY#: 306**SECTION II: Employee Conduct****SUBJECT: District Property and Electronic Communications**

POLICY

The Airport encourages the use of electronic communications resources to share information in support of its mission of public service and to conduct its business. Every employee is required to adhere to Airport rules and policies when on Airport property, at an Airport worksite, or when using Airport property or equipment. This policy governs all electronic communications resources as defined in Section V *Definitions*.

USE OF AIRPORT PROPERTY AND EQUIPMENT

Airport property is to be used only for conducting Airport business unless otherwise authorized. Airport property includes, but is not limited to: telephones, cell phones, desks, computers (including hardware and software), file cabinets, lockers, communications stored or transmitted on Airport property (such as emails and voicemails), vehicles, equipment, and any other Airport property used by Airport employees in their work.

Personal use of Airport property should be kept to a de minimus level. Under the law, de minimus is defined as “trivial” and “not worthy of judicial scrutiny.” For example, an employee asked to work longer on their regular work shift, might contact a family member briefly to let them know they will be late but should not discuss other plans over a longer period of time.

Airport property may be monitored through electronic, video, and global positioning software (GPS) means and searched at any time and for any reason. Messages sent or received on Airport equipment, including cell phones, may be saved and reviewed by others. Location services may be turned on in Airport equipment. Surveillance cameras in Airport workplace facilities may be monitored at any time. Vehicle maintenance, location, and operational data may be collected at any time. Therefore, except as provided for by law, Airport employees must have no expectation of privacy when on Airport property, at an Airport worksite, or when using Airport property or equipment.

ELECTRONIC COMMUNICATIONS

The Airport’s email system is an official communication tool for Airport business. An official email address is established and assigned by the Airport to each employee. All Airport communications sent via email will be sent to this address. Airport employees must use the official Airport email, instead of their private email address when conducting or communicating Airport business via email.

Electronic communications resources must be used in compliance with applicable statutes, regulations, and Airport policies including those that require a work environment free from discrimination and harassment. Electronic communications should conform to the same standards of propriety and respect as any other verbal or written communication at the Airport.

Employees are expected to use common sense and judgment to avoid any communication that is disrespectful, offensive or illegal.

The Airport, as the provider of access to its electronic communications resources, reserves the right to specify how those resources will be used and administered to comply with this policy. It is important to realize that the message content sent from the Airport’s account reflects upon the Airport (positively or

negatively) to those who receive the message. Employees may be subject to disciplinary action for using the electronic communications resources in a manner other than for their intended purposes, or in a manner that violates applicable laws, rules and policies.

Incidental Personal Use

- The Airport provides electronic communication resources to facilitate the performance of Airport work. Incidental personal use is secondary, and should not:
- Interfere with the Airport's operation of electronic communications resources;
- Interfere with the user's employment or other obligations to the Airport, or
- Burden the Airport with noticeable incremental costs.

Incidental use of the Airport's electronic communications resources should clearly indicate that the use is personal. Users of electronic communications resources must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the Airport unless appropriately authorized to do so. The Airport is not responsible for any loss or damage incurred by an individual as a result of personal use of the Airport's electronic communications resources.

The Airport will not be responsible for maintaining or payment of personal Internet accounts or related software for any purpose, including maintaining the integrity and firewall protection of the Airport's network system, telephone system, modem pool, or communication server to access the Internet.

Privacy Limits

The California Public Records Act requires the Airport to disclose specified public records. In response to requests for such disclosure, it may be necessary to examine electronic communication records that users may consider to be personal to determine whether they are public records that are subject to disclosure.

POLICY#: 307**SECTION II: Employee Conduct****SUBJECT: Dress Code**

All communications transmitted via the Airport's electronic communications resources, whether or not related to personal or confidential matters, are subject to monitoring, at the Airport's discretion. The Airport monitors communications transmitted via the Airport's electronic communications resources in the ordinary course of business for purposes that include ensuring their reliability and security. The existence of passwords and "message delete" functions do not restrict or eliminate the Airport's ability or right to access electronic communications.

Employees should not communicate their private, privileged, or confidential information, including but not limited to personal attorney client communications, financial or medical information, and other privileged information, via the Airport's electronic communications resources. Employees who do communicate their private, privileged or confidential information via the Airport's electronic communications resources will be deemed to have waived any privilege or privacy rights in those communications, even where those communications are made via personal password protected accounts using the Airport's electronic communications resources. Additionally, the Airport may be required to produce information transmitted or stored on its electronic communications resources pursuant to a court order, subpoena, or statute.

Restrictions

The Airport reserves the right to restrict access to any data source via Airport owned technology, at its sole discretion. These restrictions do not constitute an implication of approval of other non-restricted sources. Without exhausting all the possibilities, the following are examples of inappropriate use of the Airport's electronic communications resources:

- Exposing others unwillingly, either through carelessness or intention, to material that is offensive, obscene, or in poor taste. This includes information that could create an intimidating, offensive, or hostile work environment.
- Any use that may, for a reasonable person, create or further a hostile attitude or give offense on the basis of race, color, religion, national origin, citizenship, ancestry, marital status, gender, disability, age, veteran's status or sexual orientation, or other protected class.
- Communicating confidential Airport information to unauthorized individuals within or outside of Airport.
- Sending messages or information that is in conflict with applicable law or Airport policies, rules or procedures.
- Attempting to access unauthorized data or break into any Airport or non-Airport system.
- Engaging in theft or the unauthorized copying of electronic files or data.
- Performing acts that are wasteful of computing resources or that unfairly monopolize resources to the exclusion of others is prohibited. These acts include, but are not limited to, sending mass mailings or chain letters and creating unnecessary network traffic.
- Intentionally misrepresenting one's identity for improper or illegal acts.
- Engaging in unlawful activities.
- Engaging in commercial activity or activity for financial gain, not under the purview, on behalf of, or within the control of the Airport.
- Engaging in recreational use of the Airport's electronic communications resources that interferes with the ability of the employee or other users to conduct Airport work. This includes, but is not limited to, downloading or uploading games or shareware.

SUBJECT: District Property and Electronic Communications

- Receiving and/or downloading executable files and programs via email or the Internet without express permission from the systems administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. All downloaded files must be scanned for viruses.
 - Using another user's name and/or account, without express permission of the systems administrator, to access the Internet is strictly prohibited.
 - Violating copyright and license agreements regarding software or publication they access or download from the Internet. The Airport will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication that is downloaded onto Airport computer resources becomes the sole property of the Airport.
 - All list subscriptions for business purposes.
-

POLICY#: 307**SECTION II: Employee Conduct****SUBJECT: Dress Code**

POLICY

The attire employees wear to work reflects on each employee and the Airport in the eyes of the people we serve and the contractors with whom we work. In order to make a favorable impression of professionalism and pride in our work with the members of the public and industry representatives, it is important that all employees present a businesslike appearance while at work or in a work-related situation.

GUIDELINES

Some guidelines to follow include:

- Clothing and footwear must not constitute a safety hazard.
- All employees should practice common sense in terms of neatness, safety, and comfort. Provocative clothing is prohibited.
- Exercise apparel, flip-flops, and similar apparel are not permitted unless prior authorization is obtained from Airport management.

Based on the nature of the job, certain employees are required to wear uniforms as a condition of employment. The Airport provides complete or partial uniforms to all employees who are required to wear a uniform at no cost to the employee. Employees are responsible for the safekeeping of these uniforms. Employees are not allowed to report for work in soiled or wrinkled uniforms. The Airport is responsible for all uniform alterations except for police and fire personnel. Uniforms are to be worn only when on duty or when traveling to and from work. Employees are responsible for the replacement of a uniform should it be ~~is~~ lost, stolen or neglected.

For employees other than police, no adornments other than Airport name badges are authorized as part of the uniform. Upon termination of employment, or transfer to a department with different uniform requirements, all uniforms provided by the Airport must be returned to the Airport.

Employees wearing Airport issued clothing or promotional clothing labeled with Airport logos while on duty or off duty may be perceived by the public as in the employ of the Airport or on duty with the Airport. Therefore, employees who are wearing items with Airport logos or titles are expected to conduct themselves with integrity and decorum.

POLICY#: 308**SECTION III: Employee Conduct****SUBJECT: Use of Personal Items**

POLICY**USE OF PERSONAL ITEMS ON THE JOB**

The Airport provides the necessary equipment that employees require to accomplish their job and tasks in the most efficient and safe manner. However, employees who want to use their personal items at work may do so with the understanding that they are using personal items at their own risk and are liable for the property and that it must be safe and used responsibly.

Employees are responsible for securing their workspace at the end of the day. When called away from the work area for an extended length of time, employees should not leave valuable and/or personal articles in or around the workstation/vehicle that may be accessible. The Airport is not responsible for loss or damage to any personal property or equipment that is brought to an office location or Airport function.

POLICY

It is the policy of the Airport to provide all information to the public that is not expressly prohibited from disclosure by the Public Records Act. Any request for a public document by a member of the public must be duly noted with the date, time and substance of the request as well as the name of the person making the request.

If staff has any question that a request is legally protected, they will address their question to the Executive Director or his/her designee who will then address the question directly with legal counsel, if necessary. Examples might be personnel records, communications between counsel and representatives of the Airport, or consultants' reports prepared with the participation of counsel.

If a copy of a document is requested, as opposed to an inspection of a public document, the copy will be provided as soon as possible, not to exceed ten working days to prepare the copies and provide them to the requesting party.

REQUESTS FOR INFORMATION FROM BOARD MEMBERS

When a Board Member seeks clarification on informational items, the Board Member ~~will be referred directly-may communicate with to~~ the Executive Director or appropriate ~~management~~ personnel for information needed to supplement, upgrade, or enhance the Board Member's knowledge. The Board Member and the employee are required to notify the Executive Director of the communication as soon as practicable. When a Board Member seeks clarification on policy related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, said concerns will be referred directly to the Executive Director and/or legal counsel.

MEDIA CONTACT

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Executive Director may comment to news reporters or other media on programs, projects, policies or events that have an impact on the Airport. Otherwise, all media contacts and requests for information or interviews must be referred to the Executive Director.

POLICY#: 309**SECTION III: Employee Conduct****SUBJECT: Gratuities**

POLICY

The purpose of this policy is to ensure that Airport employees do not receive or accept gifts or gratuities that may improperly influence their decision-making or job performance, subject to the business needs of the Airport. A gratuity is defined as a gift or service rendered to an individual. Gifts include, but are not limited to money, candy, alcoholic beverages, tickets to events, trips, or the use of equipment or property. All gratuities received or offered to the employee should be reported to the employee's supervisor.

An employee's job requirements may include attendance at conferences or other business gatherings, or other circumstances where it is necessary for business purposes to be able to accept gifts or gratuities. Accordingly, employees in these positions may not receive a gratuity from any individual, organization, or vendor doing business with the Airport that has an estimated aggregate value exceeding the maximum amount allowable by the Fair Political Reform Act that is administered by the Fair Political Practices Commission.

An employee's obligation under this policy is in addition to and does not in any way change his/her obligation under the Airport's *Business Ethics Policy (Policy #202)*. Airport employees may not receive a gratuity from any individual, organization, or vendor doing business with the Airport where doing so could influence or be perceived to influence the business decisions of the Airport.

Employees are required to comply with the Political Reform Act of 1974 and, as appropriate, to complete and file Form 700-FPPC, which is a public document, intended to disclose potential conflicts of interest.

SECTION V: DEFINITIONS

(This page left intentionally blank.)

SECTION IV: DEFINITIONS

Abuse of Sick Leave means the misrepresentation of the actual reason for taking sick leave, using sick leave for unauthorized purposes, failure to report sick leave, and may include chronic, persistent or patterned use of sick leave.

Applicable Employee Agreement refers to all valid, approved, and in force employee agreements including memorandums of understanding, terms and conditions of employment, and employment contracts.

Alternative Work Schedule is a regular schedule that is other than the standard work schedule of eight hours per day, five days per week. Examples include a “4/10” schedule (ten hours per day, four days per week) or a “9/80” schedule (eight, nine-hour days and one eight-hour day with one day off on the eight-hour day in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under Airport Policy or applicable employee agreement, or as required by law.

Authorized Absence is permission, properly requested in advance, to be absent from duty for a specified purpose, with the right to return before or upon the expiration of the leave.

Base Hourly Rate is the base hourly rate will be the hourly rate corresponding to the salary step in the salary scale to which the employee is assigned.

Base Salary is the base hourly rate multiplied by the total hours allocated in a calendar month.

Break in Service is a break in employment from the Airport such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

Calendar Year is January 1 through December 31 in any one given year.

Compensatory Time is time off with pay (at the base hourly rate) to which an employee is entitled as provided for in this Policy Book, a valid and applicable employee agreement, and as allowed by law in lieu of cash compensation. The maximum allowed accrual of compensatory time is one hundred and twenty (120) hours.

Conflict of Interest occurs during a situation or activity that is incompatible with the employee’s position with the Airport.

District and **Airport** means the Monterey Peninsula Airport District, and any of its organizational units or boards and committees; may include Board of Directors, Executive Director, a department manager, or a supervisor.

Day means calendar day unless stated otherwise such as regularly scheduled work days or regular Airport business days (Monday through Friday, absent holidays).

Electronic Communications Resources include but are not limited to, the internet, mail, voice mail, cellular phones, pagers, personal digital assistants, smartphones, computers, laptops, telecommunications devices, video and audio equipment, wireless networks, data systems, telecommunications equipment, global positioning equipment, location devices, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, Airport hosted social media, and documentation that supports electronic communications services.

SECTION IV: DEFINITIONS

Emergency Operations are the performance of Airport functions or services necessary, in the opinion of the Airport, to protect or preserve the lives, safety, health, or property of the Airport and the public and environments served by the Airport.

Employee means any person legally employed by the Airport whether part-time, full-time, temporary, probationary, or under an employment contract. Unless otherwise stated, for the purposes of the policies within this Policy Book, members of the Board of Directors are not considered employees.

Employee Full-Time is an employee who is employed in an allocated, Board-approved, position that is regularly scheduled for eighty (80) hours of work in each pay period.

Employee Part-Time is an employee who is employed in an allocated position that is regularly scheduled for at least twenty (20) hours but less than forty (40) hours of work per pay period.

Exempt Employee is an employee who for the purposes of this Policy Book has been designated by the Airport as exempt from the provisions of the Fair Labor Standards Act (FLSA).

Excessive Absenteeism is use of unprotected leave that has an adverse effect on the services provided by the Airport, the essential functions of the employee's position, or the safety of Airport employees, and is unreasonable in nature.

Fair Labor Standards Act (FLSA) Overtime represents hours actual worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime hours under this section, the Airport will not include any paid time off (for example, sick leave, vacation, and holidays). Applying FLSA legal standards, the Airport will compensate an employee for overtime at the rate of one and one-half times the employee's base hourly rate of pay. The provisions of the FLSA are not hereby incorporated into this Policy Book by the mention of the statute.

FTE (Full-Time Equivalent) Position is the relationship that the position has to a regular full-time position as allocated in the budget (e.g., 1.0 FTE, 0.5 FTE). A regular full-time position is defined as a position that is regularly scheduled to work eighty (80) hours in a pay period.

Hours Worked includes all time spent by an employee while engaged in duties or activities required by the Airport and pursued necessarily and primarily for the benefit of the Airport. For non-exempt employees, hours worked will also include all hours that work is being performed that the Airport has authorized.

In-Service Hours is paid status as defined in an applicable employee agreement or employment contract up to a maximum of eighty (80) hours in a pay period.

Introductory Employee An employee, who is newly hired, promoted, demoted, or transferred.

Introductory Period is 12 months from date of hire, promoted, demoted, or transferred.

Non-Exempt Employee means an employee designated by the Airport as covered by the provisions of the Fair Labor Standards Act (FLSA). The provisions of the FLSA are not hereby incorporated into this Policy Book by the mention of the statute.

Overtime – Non-Statutory – Exempt Employees, also known as non-statutory overtime. For exempt employees is defined as all hours worked in excess of ninety (90) pay status hours in a pay period. Exempt employees may elect payroll payment or compensatory time for the purposes of accrued overtime related

SECTION IV: DEFINITIONS

to this definition. The Executive Director must approve hours worked over ninety (90) in a week, in advance.

Overtime – Non-Statutory – Non-Exempt Employee, also known as non-statutory overtime or contract overtime. For non-exempt employees, non-statutory overtime is defined as all hours worked in excess of forty (40) hours in pay status in a seven-day work period or in excess of eighty (80) pay status hours in a fourteen (14) day work period that is not required to be compensated as overtime under FLSA rules but is required to be compensated at one and one-half the base rate of pay as defined in an applicable employee agreement. Individual employees may waive non-statutory overtime with the consent of the bargaining unit.

Paid Status occurs whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Pay Date is the date on which each employee will be paid for each hour in pay status and other compensation

Pay Period refers to the period of time consisting of.

Personnel File represents the official employee personnel record maintained by the Airport and kept secure in the offices of the Finance and Administration Department.

Temporary Employee

An employee who is hired for a limited and specified period of time, on an intermittent basis or on a predetermined schedule, generally not to exceed six (6) months is considered temporary

Promotion is the reassignment of an employee from a position in one class to a position in another class that is allocated to a higher salary scale.

Regular Rate of Pay is as defined in the Fair Labor Standards Act (FLSA) and is used for computing statutory overtime for non-exempt employees.

Regular Work Day for full-time employees consists of eight consecutive hours of work interrupted near the mid-point of the day by an unpaid lunch.

Regular Work Schedule means an employee's specific workdays, work weeks, and work shifts, established on a regular, ongoing basis as determined by the Airport.

Reprimand is a written disciplinary action that failure to correct a specific deficiency or deficiencies may result in further disciplinary action(s), including but not limited to suspension without pay, demotion in classification, reduction in base salary, or termination from Airport employment.

Salary means only wages and premiums, but does not include benefits such as insurance, vehicle use, or other economic benefits. Depending on classification, salary will consist of a series of up to six salary steps from lowest to highest in a range.

Statutory Overtime is all hours worked, not including non-working hours in paid status, by a non-exempt employee in excess of forty (40) hours in a regular seven-day work period. Statutory overtime does not apply to exempt employees.

SECTION IV: DEFINITIONS

Tardiness is the failure of the employee to report to work at the commencement of the scheduled shift or workday or the failure to return to work at the scheduled time following a meal break or rest period.

Transfer is the movement of an employee from one assignment to another within the same or a substantially similar job classification. Substantially similar refers to duties and no more than a four percent differential in salary.

Unexcused Absences are those that have not been approved in accordance with Airport policy, e.g., absent without calling in, leaving work early without prior approval.

Voluntary Demotion is an employee-initiated movement of an employee from one class to another class having a lower maximum rate of pay, subject to the approval by the Executive Director.

Work Shift represents the hours that an employee is scheduled to work within a regular workday.

Work Week represents an employee's work week is defined as forty (40) hours of work in a one hundred and sixty-eight (168) hour period between 12:01 a.m. Monday and 12:00 midnight Sunday, inclusive.

SECTION VI:

APPENDICES

(This page left intentionally blank.)

APPENDIX A - ACKNOWLEDGMENT OF RECEIPT OF ADMINISTRATIVE AND PERSONNEL POLICY BOOK

I have received a copy of the Monterey Peninsula Airport District's Administrative and Personnel Policy Book. I understand that it contains important information on District policies, as well as my rights and responsibilities as an employee. I understand and agree that it is my responsibility to read, understand, familiarize myself, with the policies in this Policy Book and abide by these policies. If I am unable to understand any part of the handbook, I will arrange to have it translated or explained to me. I further understand that if I am unable to arrange such help, I will immediately notify my supervisor who will make arrangements for needed assistance.

I understand that I am governed by its contents. I understand that the Airport retains its discretion to make all decisions concerning my employment (including, e.g., decisions regarding promotions, demotions, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decision).

I understand and agree that nothing in the Administrative and Personnel Policy Book creates or is intended to create a promise or representation of continued employment.

I have read and understand the Airport's Prevention of Harassment and Discrimination Policy.

I further understand that, except for employment at-will status, the Airport can change, delete, or add to any policies, benefits, or practices described in the Policy Book in its sole and absolute discretion with or without prior notice and as adopted by the Board of Directors.

Signature

Date

Print Name

SECTION V: APPENDICES

APPENDIX - B TRAVEL/TRAINING AND EXPENSE REIMBURSEMENT FORMS

ATTACHMENT A – TRAVEL/TRAINING REQUEST

All information requested on this form needs to be completed before it will be accepted. Receipts for all reimbursable expenses must be attached and submitted with the Expense Report form within thirty (30) days of return from travel.

Please Print or Type

Name	Today's Date	Department
Date of Departure:	Date of Return:	Travel Destination:
Purpose of Travel/Type of Training (attach copy of brochure or other informational materials)		
Expense Type	Notes	Estimated Cost
Lodging	Cost must not exceed the amount of the conference hotel.	
Meals	If meals are included in conference/training, they are no additional reimbursement is allowed.	
Airfare	Must utilize the most economical appropriate fare.	
Car Rental	Only economy or standard models qualify for reimbursement.	
Mileage	If using personal vehicle, mileage is calculated from the lesser of home or work to destination at the current IRS rate as referenced in the policy.	
Registration Fees		
Other		
Total Estimated Cost		

SECTION V: APPENDICES

Request for Travel Advance – up to GSA allowable maximum per day (Must be made at least two weeks in advance of departure date)	\$
---	----

APPROVALS

1)

Supervisor/Manager's Signature	Date
Supervisor/Manager's Name	

2)

Executive Director's Signature (Required for out of state travel.)	Date

SECTION V: APPENDICES

ATTACHMENT B - AFFIDAVIT OF LOST OR UNAVAILABLE RECEIPT

Instructions

All information requested on this form needs to be completed before it will be accepted.

Please Print or Type:

Name	Name of Vendor	City
Date of Receipt	Total Cost	Vendor's Telephone Number
Description of Expense		
Form of Payment <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check (Attach Credit Card Slip) (Attach Copy of Cancelled Check)		

Certification

While on official District business I incurred the expense described above. I have lost, misplaced, or did not receive the itemized receipt documenting payment. I am submitting this affidavit in lieu of the missing receipt.

I certify that this is a proper charge for a cost incurred while on official District business and that I have not previously requested, nor will I again request, reimbursement for this expense.

Signature	Date

Approval

Signature	Date
Supervisor's Name	

This form may not be used for lost air tickets, car rental receipts, lodging receipts, or registration receipts/brochures.

Duplicate receipts may be obtained for these types of expenses.

SECTION V: APPENDICES

ATTACHMENT C - CERTIFICATION AND AUTHORIZATION TO USE PRIVATELY-OWNED VEHICLES ON MONTEREY PENINSULA AIRPORT DISTRICT BUSINESS

In accordance with District policy, approval is requested to use a privately-owned vehicle on official District business.

I hereby certify that, whenever I drive a privately-owned vehicle on District business, the vehicle must always be:

1. Covered by liability insurance for the minimum amount prescribed by the District and California minimum coverage requirements:
https://www.dmv.ca.gov/portal/dmv/detail/pubs/brochures/fast_facts/ffvr18
2. Adequate for the work to be performed.
3. Equipped with seat belts.
4. In safe mechanical condition.

I further certify that while using a privately-owned vehicle on official District business all accidents will be reported within twenty-four (24) hours.

Name of Insurance Company: _____

Policy No.: _____ License Plate No.: _____

I possess a valid California driver's license: **CDL No.:** _____

I understand that permission to drive a privately-owned vehicle on District business is a privilege that may be suspended or revoked at any time.

REQUESTING PARTY SIGNATURE	Name:
	Signature: _____ Date: _____
	Title: _____
	Department: _____
DEPT MANAGER	II. RECOMMENDATION Use of a privately-owned automobile on District business is recommended. Signature: _____ Date: _____

APPENDIX C - REASONABLE SUSPICION FORMS

ATTACHMENT A - REASONABLE SUSPICION TESTING CHECKLIST

This checklist is used to determine and document reasonable suspicion of a potential violation of the Drug-Free Workplace policy. In such instances, each person observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the employee that they are being asked to submit to testing.

Date: _____ Time: _____ a.m. / p.m.

Name of observed employee (Print): _____

OBSERVED INDICATORS CHECKLIST:

Physical Indicators:

WALKING	FACE	SPEECH	BREATH/ODOR	STANDING
<input type="checkbox"/> Holding On	<input type="checkbox"/> Red/Flushed	<input type="checkbox"/> Whispering	<input type="checkbox"/> No alcohol odor	<input type="checkbox"/> Swaying
<input type="checkbox"/> Stumbling	<input type="checkbox"/> Pale	<input type="checkbox"/> Slurred	<input type="checkbox"/> Faint Alcohol odor	<input type="checkbox"/> Feet wide apart
<input type="checkbox"/> Unable to Walk	<input type="checkbox"/> Sweaty	<input type="checkbox"/> Shouting	<input type="checkbox"/> Strong Alcohol odor	<input type="checkbox"/> Rigid
<input type="checkbox"/> Unsteady	<input type="checkbox"/> Appears Normal	<input type="checkbox"/> Incoherent	<input type="checkbox"/> Sweet/pungent tobacco odor	<input type="checkbox"/> Staggering
<input type="checkbox"/> Staggering	<input type="checkbox"/> Slobbering	<input type="checkbox"/> Silent	<input type="checkbox"/> Chemical odor	<input type="checkbox"/> Sagging at knees
<input type="checkbox"/> Swaying	<input type="checkbox"/> Grinding Teeth	<input type="checkbox"/> Rambling	<input type="checkbox"/> Marijuana odor	<input type="checkbox"/> Other (Describe below:
<input type="checkbox"/> Falling	<input type="checkbox"/> Dry Mouth	<input type="checkbox"/> Broken	<input type="checkbox"/> Gum/Mints/Spray	
<input type="checkbox"/> Other (Describe below:	<input type="checkbox"/> Runny Nose	<input type="checkbox"/> Slow	<input type="checkbox"/> Other (Describe below:	
	<input type="checkbox"/> Other (Describe below:	<input type="checkbox"/> Other (Describe below:		
EYES	MOVEMENTS	APPEARANCE	BEHAVIORAL FACTORS	
<input type="checkbox"/> Watery	<input type="checkbox"/> Fumbling	<input type="checkbox"/> Messy	<input type="checkbox"/> Cooperative	<input type="checkbox"/> Resists Talking
<input type="checkbox"/> Glassy	<input type="checkbox"/> Jerky	<input type="checkbox"/> Dirty/Stains	<input type="checkbox"/> Polite	<input type="checkbox"/>
<input type="checkbox"/> Bloodshot	<input type="checkbox"/> Nervous	<input type="checkbox"/> Burns on self/clothes	<input type="checkbox"/> Talkative	<input type="checkbox"/> Tearful/Crying
<input type="checkbox"/> Dilated	<input type="checkbox"/> Hyperactive	<input type="checkbox"/> Ripped/tears	<input type="checkbox"/> Anxious	<input type="checkbox"/> Non-Communicative
<input type="checkbox"/> Closed	<input type="checkbox"/> Slow	<input type="checkbox"/> Partially dressed	<input type="checkbox"/> Disoriented	<input type="checkbox"/>
<input type="checkbox"/> Droopy eye lids	<input type="checkbox"/> Other (Describe below:	<input type="checkbox"/> Punctures /Needle marks	<input type="checkbox"/> Silent	<input type="checkbox"/> Argumentative
<input type="checkbox"/> Appear normal		<input type="checkbox"/> Appears Normal	<input type="checkbox"/> Belligerent	<input type="checkbox"/> Appears Normal
<input type="checkbox"/> Other (Describe below:		<input type="checkbox"/> Other (Describe below:	<input type="checkbox"/> Excited	<input type="checkbox"/> Fighting
			<input type="checkbox"/> Inattentive	<input type="checkbox"/> Erratic
			<input type="checkbox"/> Threatening	<input type="checkbox"/> Calm
			<input type="checkbox"/> Profanity	<input type="checkbox"/> Drowsy
			<input type="checkbox"/> Hostile	<input type="checkbox"/> Mood Changes
			<input type="checkbox"/> Hyperactive	<input type="checkbox"/> Sleeping on job
				<input type="checkbox"/> Other (Describe below:

SECTION V: APPENDICES

Comments and other observations:

Additional facts:

- ☐ Presence of alcohol and/or drugs in employee's possession or vicinity
- ☐ On the job misconduct by employee (specify)
- ☐ Employee admission concerning alcohol use and/or drug use or possession
- ☐ List other witnesses to employee's conduct and summarize what they say they witnessed below

Employee Explanation:

- ☐ Employee declined to comment, or
- Employee's explanation for behavior

Completed by (signature): _____ Date: _____ Time: __ a.m./p.m.

(Printed Name): _____ Title: _____ Attachment

B - Reasonable Suspicion Testing Consent Form

June 2018, July 2022

**Monterey Peninsula Airport District
Administrative and Personnel Policy Book**

SECTION V: APPENDICES

I, _____ (PRINT employee name), as an employee, of Monterey Peninsula Airport District, have been informed that:

1. The District's Drug-Free Workplace policy requires that an employee be asked to submit to a drug/alcohol test if reasonable suspicion exists that an employee may be in violation of the Drug-Free Workplace policy.
2. I have been asked to submit to a drug/alcohol test to determine if I am in violation of the Airport Drug-Free Workplace Policy.
3. The test will include a request for a urine sample and a breath alcohol test.
4. I may be transported to and from a designated location where the specimens will be collected.
5. The test results will be provided to the Medical Review Officer designated by a qualified and objective Third-Party Administrator (TPA).
6. A positive test could result in corrective action up to and including termination of employment.
7. I may refuse my consent to submit to the drug/alcohol test.
8. I will be subject to the corrective action up to and including termination if I refuse the screening or test, adulterate or dilute the specimen, substitute the specimen, send an imposter, or refuse to cooperate in the testing process in such a way that prevents completion of the test.
9. At the conclusion of this process, I will be instructed to make or cooperate with arrangements for my safe transportation home and that my supervisor may notify the police if I attempt to operate a vehicle.
10. I may, if desired provide a written statement regarding these allegations which will be attached to this acknowledgment; however, I am not obliged to do so.

☐ I have read the form and **AGREE** to undergo testing for drugs and/or alcohol

☐ I have read the form and **REFUSE** to undergo testing for drugs and/or alcohol

(Employee signature)

(Date)

Witnessed by (signature): _____ Date: _____ Time: _____ a.m./p.m.

(Printed name): _____ Title: _____

Witnessed by (signature): _____ Date: _____ Time: _____ a.m./p.m.

(Printed name): _____ Title: _____

SECTION V: APPENDICES

APPENDIX D – IMPORTANT CONTACTS

For purposes of filing of any complaint or grievance, employees are encouraged to first contact their immediate supervisor. This is not a requirement, and employees may choose to contact any of the following to bring forward their complaint or grievance.

Any complaints or grievances received should be assigned to the person responsible for resolving it at the lowest level, however, the Board of Directors should promptly be made aware of the complaint or grievance, regardless of the stage at which it is presented. To ensure that this happens, supervisors must report receipt of any complaint to the Executive Director or District General Counsel so that they may notify the Board. A copy of any complaint or grievance received should be provided to District General Counsel.

Executive Director: Michael LaPier, A.A.E., Executive Director
200 Fred Kane Dr. Suite 200
Monterey, CA 93940
(831) 648-7000
Mike@montereyairport.com

District General Counsel: Scott Huber, District General Counsel
Cole Huber LLP
2281 Lava Ridge Court, Ste 300
Roseville, CA 95661
(916) 780-9009
shuber@colehuber.com

MPAD Board: Attn: Board Chairperson
200 Fred Kane Dr. Suite 200
Monterey, CA 93940
(831) 648-7000

AGENDA ITEM: H
DATE: July 20, 2022

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Department Heads
SUBJECT: Monthly Department Reports

FINANCE AND ADMINISTRATION.

[Terminal Comment Card Log by Administration](#)
[Financial Summary by Tim Bergholz, Deputy Executive Director of Finance & Administration](#)

FIRE.

[Monthly Fire Report by Monterey Fire Department](#)

OPERATIONS.

[Operations Report by Mark Curtis, Superintendent of Field Operations](#)

PLANNING AND DEVELOPMENT.

[Planning, Environmental and Maintenance Monthly Project Report by Chris Morello, Deputy
Director of Strategy and Development](#)

POLICE.

[Police Activity Report by Del Rey Oaks Police Department](#)

RATING	DATE OF VISIT	TIME OF VISIT	PURPOSE	FLIGHT	AIRLINE	COMMENT	CITY	STATE
NEUTRAL	6/4/2022	3:30 PM	Arriving	-	American	Great experience, but I was a bit perplexed to not see an ATM at an Airport.	Seaside	CA
NEUTRAL	6/5/2022	1:50 AM	Departing	3471	Alaska	The waiting area in gate 4 could use more air flow.. Given the current Covid environment waiting for flight was very stuffy due lack of air.	Marina	CA
EXCELLENT	6/9/2022	11:30 AM	Departing	4729	United	Super friendly agents guiding you through security. Place is super clean and easy to get around. First time flying from here. I fly A LOT and this place rocks.	Pacific Grove	CA
POOR	6/12/2022	7:00 AM	Departing	-	American	Hello. I had a 7am flight to Dallas out of your airport on Sunday June 12th and the lady at gate 2, Jamie was incredibly rude to me. I expect more. Please talk to her.	-	-
POOR	6/12/2022	7:00 AM	Departing	-	American	The employee Jamie who was checking people in at Gate 2 for a 7am flight to Dallas on Sunday June 12th was very very rude to me and several others. Someone needs to talk to her about her tone and professionalism. Thank you	-	-
NEUTRAL	6/14/2022	8:30 AM	Departing	5248	United	I am a local traveling out to LAX for an international flight. I can early at 8 am for a flight and then it was delayed so I've been here for a long time. Everything here is fine and lovely EXCEPT for the music. It is completely inappropriate. It is hard rock and the exact opposite of calming music you'd want for lots of travelers in these tough times. I love hard rock but it is not at all appropriate in this setting. As I came out of security into the gate area I'm hearing The Rolling Stones very loudly proclaim I wanna be your back door man!! Now I'm not a prude but as a local I find this music quite embarrassing for visitors yo our area. How about some lovely soothing jaz? we are famous for the jazz festival. Or some quiet, relaxing classical music. Anything at this point of hearing this raucous music for hours would be better. Also it is way too loud. But the main thing is it is just not calming or appropriate for the airport setting. Please consider a new sound track. Something classy would be great and fitting to our lovely Monterey area. Thanks.	Carmel	CA

AGENDA ITEM: H-2

DATE: July 20, 2022

TO: Michael La Pier, Executive Director, Monterey Regional Airport
FROM: Tim Bergholz, Deputy Executive Director Finance and Administration
SUBJECT: Fiscal Year 2022 Financial Summary

BACKGROUND. May 2022 pre-audited financial results are summarized in the following documents:

- **Graphic Comparison - Actual Operating Revenue & Actual Operating Expense**
- **Airport Operating Statistics & Financial Performance**
- **Capital Expenditures**
- **Investments Schedule**
- **Sources / Uses of Cash**
- **CARES CRRSA and ARPA Draw Summary**

May airline landings were under budget (437 budget vs 365 actual), and the mix of airline aircraft also reduced commercial landing revenues. General aviation revenues are over budget by 7.5%, mostly from landing and fuel flowage fees. Terminal Leases & Concessions are slightly over budget by \$1.7K.

In May an ARP Act draw of \$1.2M was submitted. Total CARES, CRSSA and ARP Act funds available for future draws are \$8.65M, \$50K and \$1.71M respectively.

SUMMARY. May 2022 combined reported Airport Operating Revenues are \$899.6K which is \$9.1K (1.0%) higher than budget (\$890.5K). The revenue variance resulted from a mix of higher Heavy General Aviation, Non-Aviation and Other Operating which offset lower Commercial Airline revenues. Light General Aviation revenues continue to materially operate within budget.

OPERATING REVENUES							
May 2022 ACTUAL	May 2022 BUDGET	VARIANCE		FYTD 2022 ACTUAL	FYTD 2022 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 899,635	\$ 890,459	\$ 9,176	1.0%	\$ 9,777,871	\$ 9,273,472	\$ 504,399	5.4%

The revenue variances came from the following:

Commercial Aviation (CA) fees in May are under budget (\$82.0K actual vs \$99.0K budget) by \$17.0K or 17.2%. The unfavorable variance came from lower fees in all categories, except fuel flowage fees that were on budget. In May, the Airport landings were under budget (437 budget vs. 365 actual). There was a reduction of 108 budgeted flights that were offset by the addition of 36 unbudgeted JSX landings. Total landing revenues were lower than expected due to fewer landings and the lower landing weights of JSX aircraft. Commercial airline passenger enplanements decreased slightly from 19,758 in April to 19,312 in May.

General Aviation (GA) operating revenues for May (\$174.2K) are \$12.2K or 7.5% higher than

budget (\$162.0K). In May an average of 6 hangars were vacant.

In May combined TCP permits, Taxi Permits/Trips, TNC Trips, Terminal Concessions, Rental Car and Parking Concessions (Concessions) revenues (\$291.7K) are \$1.7K or 0.6% higher than budget (\$290.0K). The favorable Concession variance comes from higher TCP (\$1.4), TNC (\$2.6K), Terminal Concessions (\$2.6K) and Parking (\$797) revenues that offset slightly lower revenues in Taxi (-\$3.3K) and Rental Car (\$2.4K).

May Non-Aviation Tenant revenues (\$179.8K) are over budget (\$177.1K) by \$2.7K or 1.5%. The favorable variance comes from higher RV storage fees (\$2.9K) that were offset by lower outside storage (\$1.2K).

May Other Operating Revenues (\$24.6K) are over budget (\$15.5K) by \$9.1K or 58.7%. Most of the variance came from Business License Fees (\$3.5K) that we implemented in January per Ordinance 928 and slightly higher utilities charge backs (\$3.4K) and other small variances.

OPERATING EXPENSES							
May 2022 ACTUAL	May 2022 BUDGET	VARIANCE		FYTD 2022 ACTUAL	FYTD 2022 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 787,810	\$ 684,496	\$ (103,314)	15.1%	\$ 7,917,846	\$ 7,948,648	\$ 30,802	-0.4%

May operating expenses (\$787.8K) are over budget (\$684.5K) by \$103.3K or 15.1%. The expense variance came from the following:

Salary & Wages and Employer Payroll Tax (Wages) Expenses (\$178.7K) for May are lower than budget (\$181.1K) by \$2.3K or 1.3%. The May Wages budget variance came mostly from reversing accrued sick time for an employee who retired.

Employer Benefit Expenses (\$137.9K) for May are lower than budget (\$142.2K) by \$4.3K or 3.02%. Most of the favorable variance is the result of slightly lower CalPERS UAL amortization expense (\$3.4K) and other small differences in retirement contributions and health benefits (\$0.7K).

Personnel and BOD Related Expenses (\$42.5K) for May are over budget (\$5.8K) by \$36.7K or 630.6%. The variance comes from BOD education expenses (\$7.9K), BOD travel expenses (\$4.0K) and voting area redistricting expenses (\$26.7K).

Business Related Expenses (\$29.4K) for May are materially on budget (\$28.2K).

Expendable/Consumable Supplies & Materials expenses (\$6.6K) for May are under budget (\$8.5K) by \$1.9K or 22.9%. The variance came mostly from lower Supplies & Materials (\$1.6K) and Vehicle Fuel (\$1.9K) which offset higher Custodial Supplies & Materials expenses (\$1.6K).

Repair & Maintenance expenses (\$88.7K) for May are over budget (\$29.4K) by \$59.8K or 26.4%. This unfavorable expense variance resulted from higher Airfield Repair & Maintenance – tree removal (\$45.7K), Terminal Repair & Maintenance - plumbing repairs (\$18.5K), Rental Space

Repairs & Maintenance - elevator repairs (\$4.7K), Landscape & Grounds Repair & Maintenance (\$1.4K) that were offset by lower General Repairs (\$1.9K) and District Vehicle Repairs (\$9.3K).

Outside Services expenses (\$208.9K) for May are under budget (\$212.1K) by \$3.2K or 1.5%. In May most of the variance came from lower Del Rey Oaks Police Department expenses (\$3.7K) and other small differences (\$500).

Professional Service expenses (\$19.4K) for May are under budget (\$21.6K) by \$2.2K or 10.2%. The favorable variance comes from small differences in Architect & Engineer, Computer / LAN & IT and Human Resources accounts.

Marketing related expenses (\$33.3K) for May are over budget (\$17.5K) by \$15.8K or 90.6%. The variance includes higher Public Relations Expenses – Big Sur Marathon (\$10.7K) and Air Service Development – Landrum and Brown presentation (\$4.2K).

Combined Utilities expenses for May (\$39.8K) are over budget (\$35.3K) by \$4.5K or 12.6%. The variance comes from small differences in all categories except Solid Waste Disposal that was under budget by \$1.0K

The Airport's slightly higher than budgeted revenues and higher operating expenses in May resulted in an operating surplus of \$111.8K which is \$94.1K lower than the budgeted income of \$205.9K. Fiscal year-to-date operating surplus is \$1.86M which is \$535.2K higher than the budget income of \$1.32M.

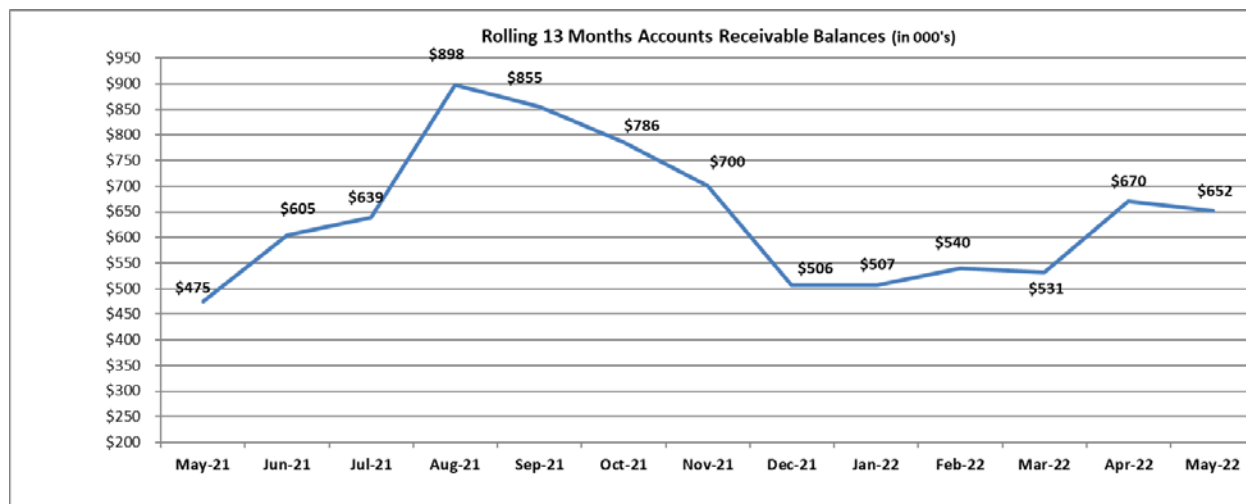
OPERATING INCOME / (LOSS)							
May 2022 ACTUAL	May 2022 BUDGET	VARIANCE		FYTD 2022 ACTUAL	FYTD 2022 BUDGET	VARIANCE	
		\$	%			\$	%
\$ 111,825	\$ 205,963	\$ (94,138)	-45.7%	\$ 1,860,025	\$ 1,324,824	\$ 535,201	40.4%

ACCOUNTS RECEIVABLE. The accounts receivable balance on May 31, 2022, is \$652K. This balance is \$18.1K or 2.7% lower than the April 30, 2022 balance (\$670K), and 37.1% higher than the \$475K balance on May 31, 2021. The net accounts receivable balance over 60 days old on May 31, 2022, is \$927.

As of June 28, 2022, the over 60 days old balance is a credit of \$1.3K and the net accounts receivable balance is \$134.1K. The following customer accounts are impacting accounts receivable: Alaska Airlines (\$29.9K), Davi Plastering (\$3.5K) and other small accounts.

Chart 1 below depicts the accounts receivable balances by month for the 13 months from May 2021 to May 2022.

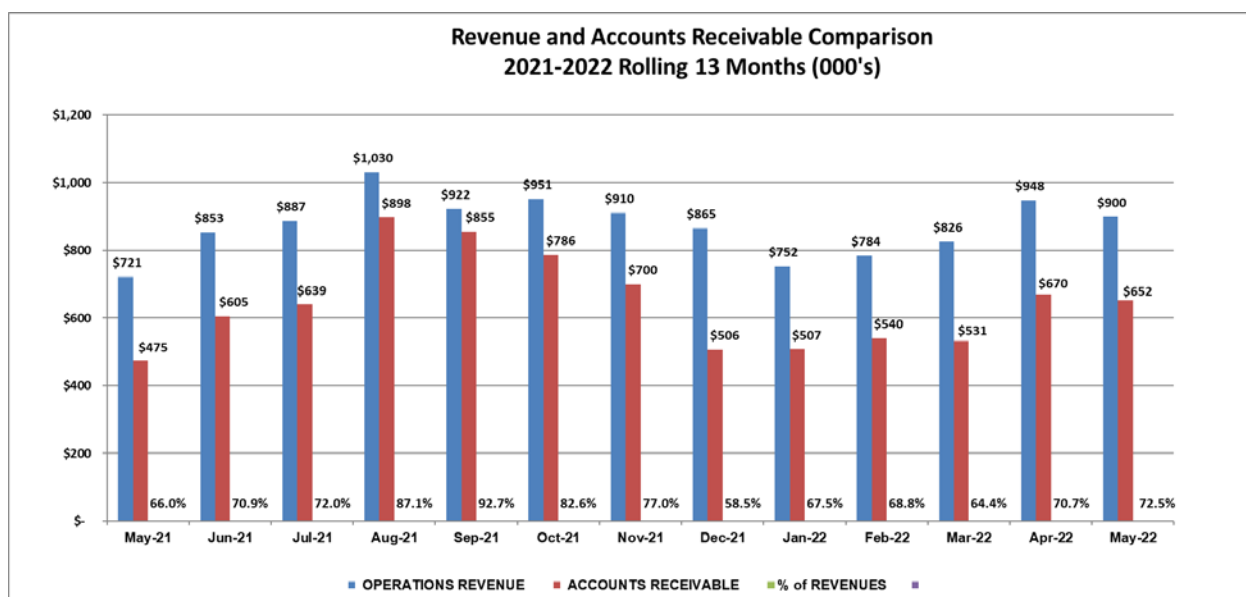
Chart 1



The balance of accounts receivable at month-end will align with operating revenues in that month. The month-end balance of accounts receivables historically is approximately 50% to 70% of revenues. On May 31, 2022, accounts receivable is 70.7% of revenues and the thirteen-month average is 73.7%. Included in the May accounts receivables balance is a bad debts reserve of \$10.0K.

Chart 2 below graphically presents the monthly comparison of operating revenues to accounts receivable.

Chart 2



UNRESTRICTED CASH AND INVESTMENTS. The unrestricted cash and investments balance on May 31, 2022, is \$10.57M and the unrestricted cash and investments balance on April 30, 2022

was \$9.59M, an increase of \$978.8K. The increase in unrestricted cash and investments comes from submission of a \$1.19M ARP Act draw that was decreased by transfers to the A&I CIP account (\$212.9).

Chart 3 graphically presents the monthly balances of unrestricted cash and investments.

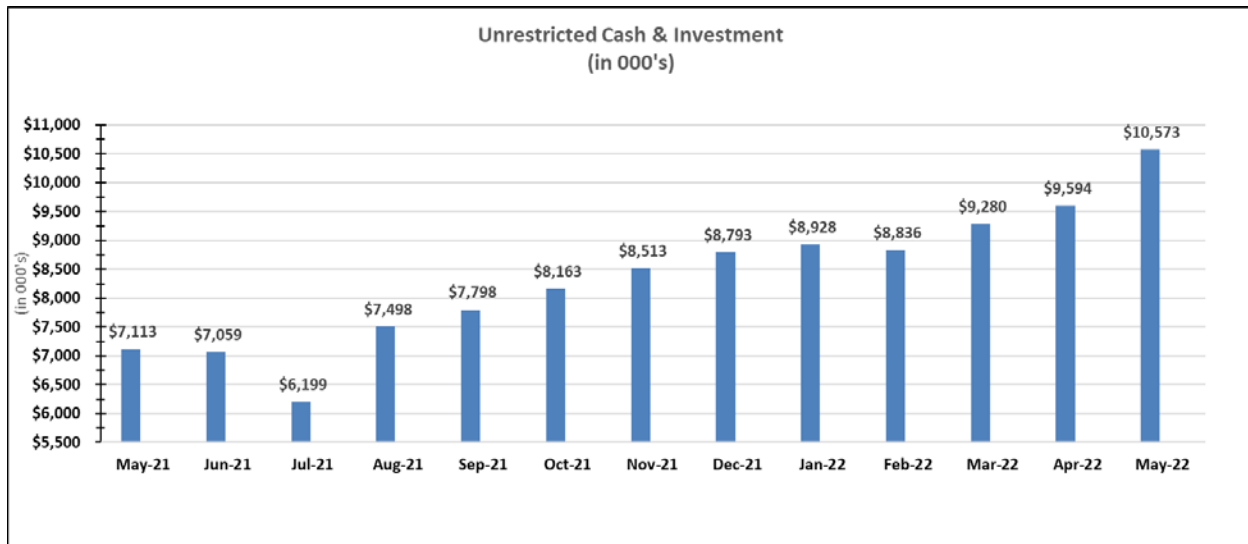


Chart 3

Table 1 presents simple load factors for fiscal years 2016 to 2022. Load factors indicate the customer utilization of available airline seat capacity which generally correlates to customer use of TCP, Taxi and TNC services, parking, and other support services. Simple load factors do not include non-revenue enplanements. Historically annual load factors range from approximately 70% to 77%. Commercial Airline aircraft types have a direct link to capacity and potential changes in enplanements. As the mix of aircraft and destinations change, the goal is to have load factors follow, which indicates that customers are willing to use the services offered by the Airlines.

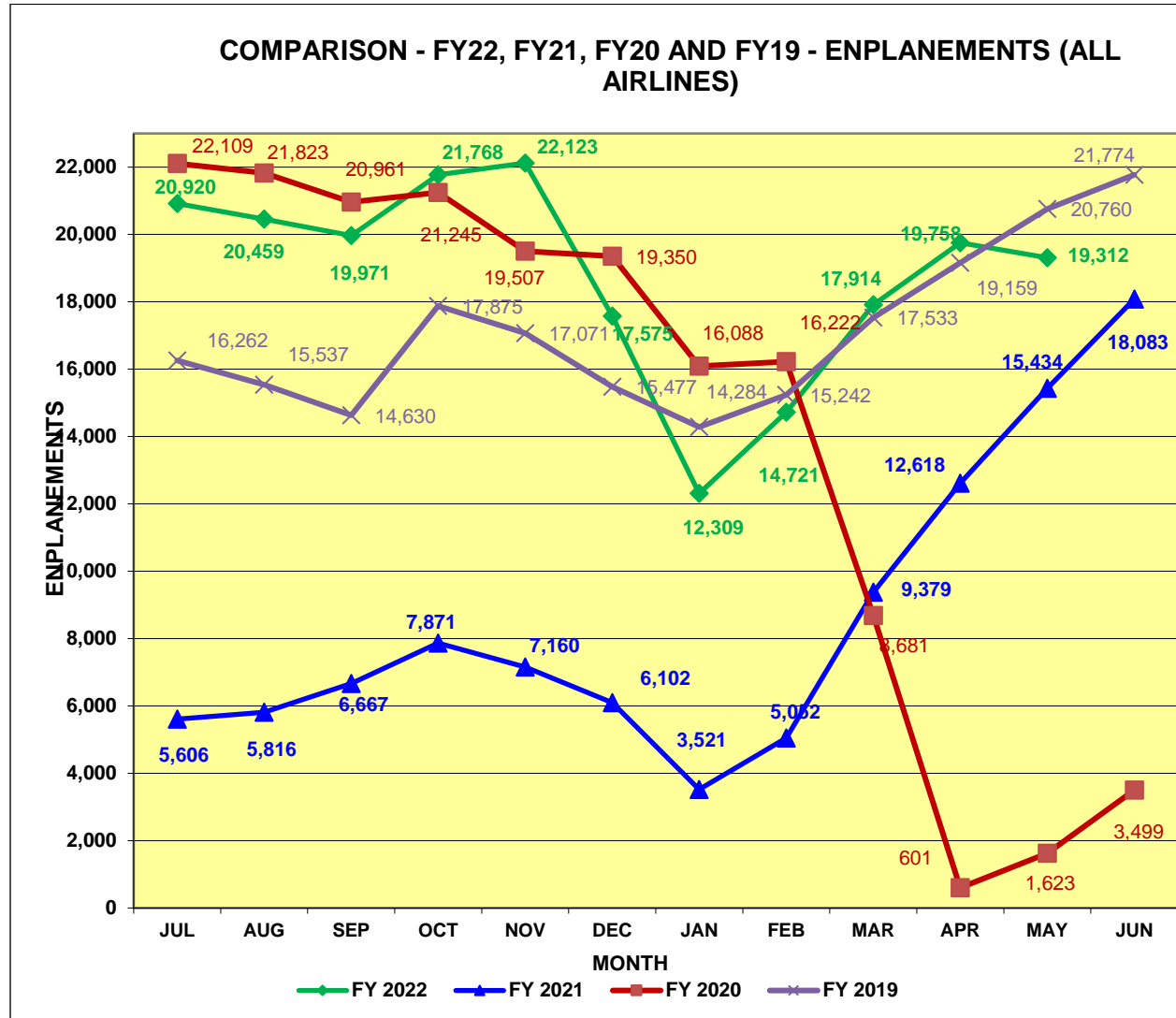
Table 1

Fiscal Year	May 2022				FYTD			
	Load Factors	Enplanements	Available Seats	Flights	Load Factors	Enplanements	Available Seats	Flights
2022	82.6%	19,312	23,394	365	74.8%	206,830	276,610	4,128
2021	75.2%	15,434	20,520	278	49.3%	85,226	172,988	2,355
2020	21.8%	1,623	7,448	96	68.1%	168,210	246,980	3,732
2019	71.9%	20,760	28,874	431	68.8%	183,830	267,009	3,996
2018	70.2%	15,622	22,260	347	76.1%	174,199	228,906	3,585
2017	71.3%	18,832	26,418	395	73.9%	188,546	255,116	3,913
2016	73.6%	17,970	24,420	375	74.9%	170,370	227,508	3,597

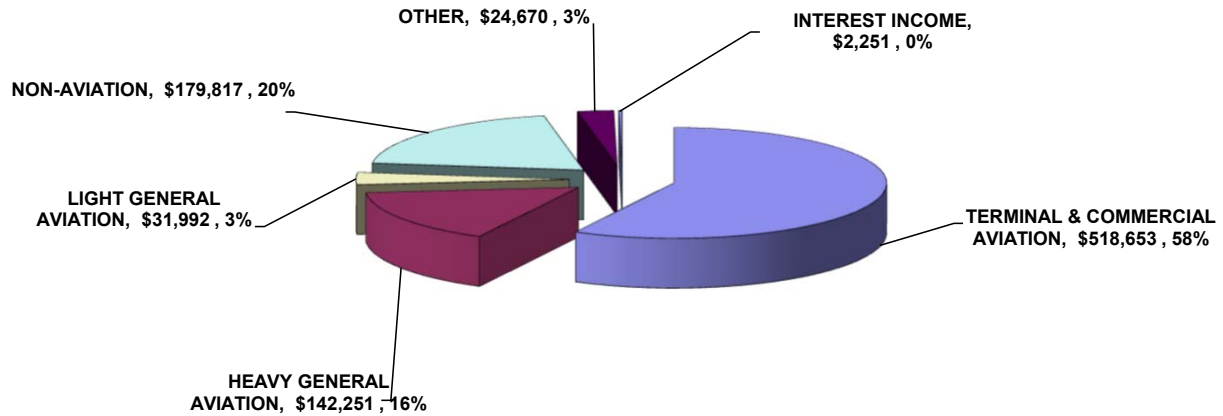
Airline specific simple load factors for May 2022 are Alaska SAN 85.2%, Alaska SEA 72.7% American DFW 91.0%, PHX 88.1%, United DEN 92.4%, United SFO/LAX 80.1%, Allegiant LAS 87.4%, and JSX BUR/SNA 45.0%.

Chart 4 below presents a comparison of monthly FY 2019 to FY 2022 enplanements, which represents the Airport's business cycle. When comparing enplanements for May 2022 (19,312) and April 2022 (19,758), enplanements decreased 2.3% or 446 enplanements. When comparing May 2022 to May 2021, enplanements increased 25.1% or 3,878 enplanements.

Chart 4

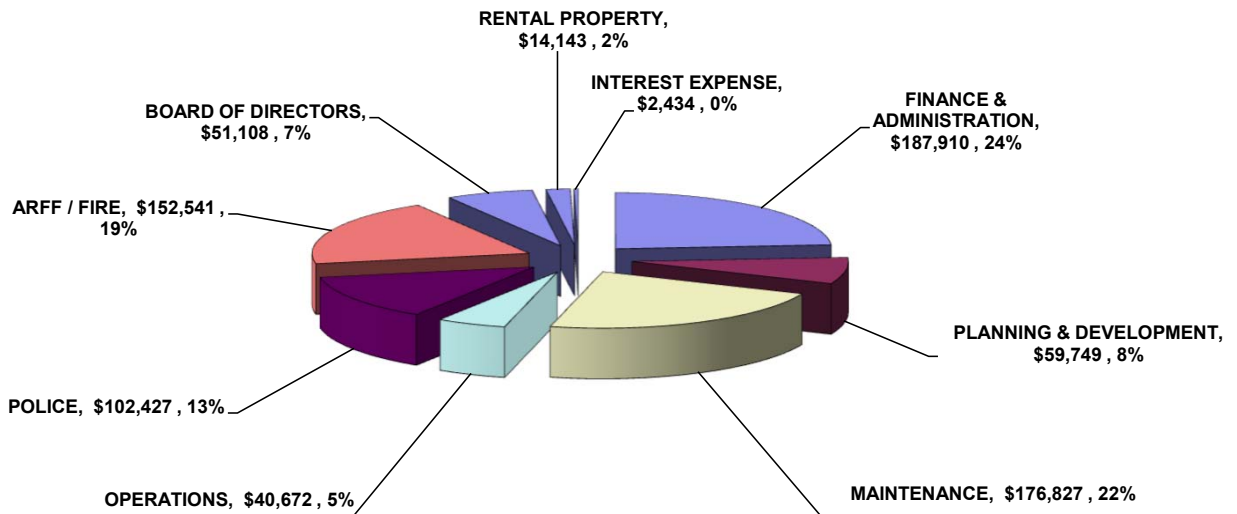


May 2022 Operating Revenue



TOTAL OPERATING REVENUE: \$899,635

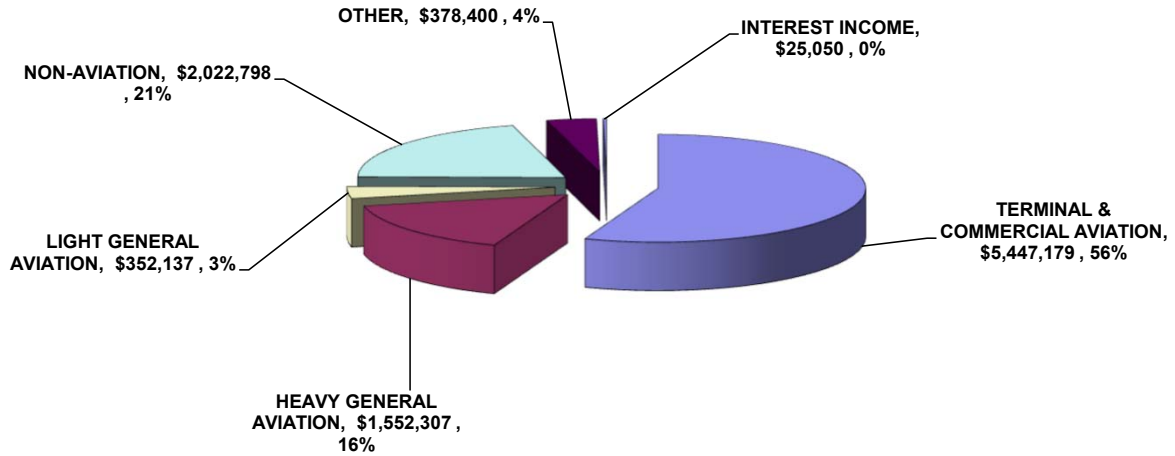
May 2022 Operating Expense



TOTAL OPERATING EXPENSE: \$787,810

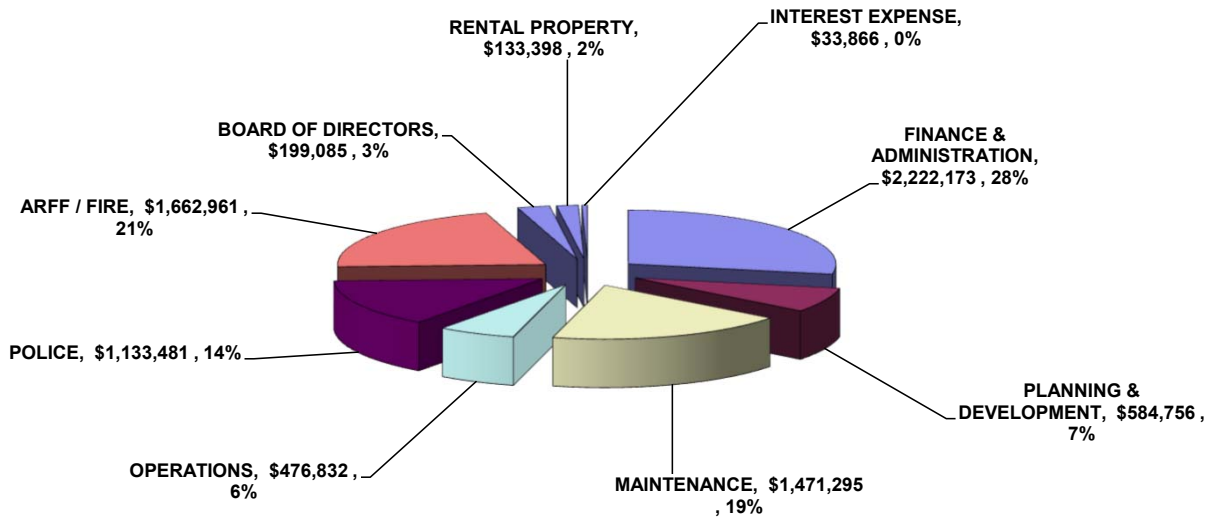
Monterey Peninsula Airport District

FY 2022 (July 21 - May 22) YTD Operating Revenue



TOTAL OPERATING REVENUE: \$9,777,871

FY 2022 (July 21 - May 22) YTD Operating Expense



TOTAL OPERATING EXPENSE: \$7,917,846

AIRPORT DISTRICT OPERATING AND FINANCIAL PERFORMANCE SUMMARY

May 31, 2022

OPERATING STATISTICS	May-22	Budget		May-21	YTD FY 22	Budget		YTD FY 21
AIRPORT ACTIVITY								
Air Carrier Landings ¹	365	437	-16.5%	278	3,802	3,895	-2.4%	2,163
Passengers (emp/dep)	38,386			30,718	412,539			168,621
Total Cargo (in pounds)	42,652			57,575	633,985			465,387
Commercial	1,420			1,376	16,750			11,433
General Aviation	3,722			3,763	36,076			27,876
Military	134			193	2,863			1,190
TOTAL AIRCRAFT OPERATIONS	5,276			5,332	55,689			40,499

VEHICLE EXIT COUNT								
Long Term (1) Lot	2,098			1,648	22,221			8,739
Upper Short Term (2) Lot	1,915			1,619	20,042			9,481
Lower Short Term (3) Lot	5,795			4,785	56,015			33,060
TOTAL VEHICLE EXIT COUNT	9,808			8,052	98,278			51,280

1 Cancelled Flight Landings: Current Month = 3 (0 - Alaska /0 - Allegiant /1- American /2- United) FYTD = 105 (7 - Alaska /7 - Allegiant /55- American /36 - United)

	May 22 ACTUAL	May 22 BUDGET	%	May 21 ACTUAL	YTD FY 22 ACTUAL	BUDGET	%	YTD FY 21 ACTUAL
OPERATING REVENUE								
TERMINAL								
CA Landing, Apron, RON and Fuel Flowage Fees	82,017	99,007	-17.2%	65,671	896,423	953,184	-6.0%	543,173
Rents	144,986	145,119	-0.1%	73,054	1,609,398	1,596,309	0.8%	386,126
TCP Operator Permits	1,670	300	456.6%	300	6,860	3,300	107.9%	3,310
Taxi Operator Permits & Trip Fees	4,072	7,333	-44.5%	2,950	46,242	53,549	-13.6%	16,512
TNC Permits & Trip Fees	16,911	14,280	18.4%	9,579	157,014	150,774	4.1%	61,596
Concessions	20,865	18,313	13.9%	8,896	201,220	191,537	5.1%	67,714
Rental Car	150,597	152,995	-1.6%	120,400	1,563,292	1,285,108	21.6%	747,230
Parking	97,536	96,739	0.8%	73,287	966,730	904,293	6.9%	259,166
HEAVY GENERAL AVIATION								
GA Landing Fees	42,859	40,252	6.5%	46,102	470,831	434,223	8.4%	315,746
FBO Rent	57,780	57,780	0.0%	43,256	635,580	635,580	0.0%	417,723
Fuel Fees	41,612	32,160	29.4%	41,623	445,896	381,553	16.9%	288,388
LIGHT GENERAL AVIATION	31,992	31,830	0.5%	32,267	352,137	350,130	0.6%	379,024
NON AVIATION	179,817	177,155	1.5%	185,078	2,022,798	1,973,904	2.5%	1,930,929
OTHER OPERATING REVENUE	24,670	15,546	58.7%	16,357	378,400	334,292	13.2%	360,086
INTEREST INCOME	2,251	1,650	36.4%	1,849	25,050	25,737	-2.7%	36,061
TOTAL OPERATING REVENUE	\$ 899,635	\$ 890,459	1.0%	\$ 720,669	\$ 9,777,871	\$ 9,273,472	5.4%	\$ 5,812,784

OPERATING EXPENSE						\$ 504,398		
Finance & Administration	187,910	164,402	14.3%	196,387	2,222,173	2,023,625	9.8%	1,958,166
Planning & Development	59,749	56,661	5.4%	45,865	584,756	592,050	-1.2%	633,545
Maintenance & Custodial Services	176,827	131,548	34.4%	117,850	1,471,295	1,606,627	-8.4%	1,271,077
Airport Operations	40,672	41,934	-3.0%	38,231	476,832	490,722	-2.8%	415,720
Police Department	102,427	108,277	-5.4%	91,315	1,133,481	1,187,859	-4.6%	1,016,824
ARFF /Fire Services	152,541	157,483	-3.1%	158,766	1,662,961	1,731,290	-3.9%	1,798,910
Board of Directors	51,108	13,708	272.8%	11,749	199,085	154,588	28.8%	166,780
Office Rentals	14,143	7,790	81.6%	5,242	133,398	127,740	4.4%	119,916
Interest Expense	2,434	2,693	-9.6%	4,152	33,866	34,147	-0.8%	49,970
TOTAL OPERATING EXPENSE	\$ 787,810	\$ 684,496	15.1%	\$ 669,556	\$ 7,917,846	\$ 7,948,648	-0.4%	\$ 7,430,910
OPERATING INCOME / (LOSS)	\$ 111,825	\$ 205,962	-45.7%	\$ 51,113	\$ 1,860,025	\$ 1,324,824	40.4%	\$ (1,618,126)

DISTRICT CAPITAL EXPENDITURES	\$ 228,855	\$ -	0.0%	\$ 25,305	\$ 1,309,577	\$ 1,350,495	-3.0%	\$ 191,349
--------------------------------------	-------------------	-------------	-------------	------------------	---------------------	---------------------	--------------	-------------------

DEBT SERVICE - PRINCIPAL ONLY	\$ 48,406			\$ 46,018	\$ 531,010			\$ 505,735
--------------------------------------	------------------	--	--	------------------	-------------------	--	--	-------------------

FISCAL YEAR 2022
Airport Capital Improvements / Capital Expenditures
FINANCIAL STATEMENTS UNAUDITED
May 31, 2022

<u>Airport Improvement Programs</u>	Actual FY 2022 Current Period		Prior Fiscal Year Current Period		Actual FY 2022 Year-To-Date		Prior Fiscal Year Year-To-Date	
District Expenditures	(672,943.09)	6.2%	(21,865.80)	-2.5%	(167,780.26)	7.1%	(45,271.25)	-0.5%
AIP -- FAA Funded Expenditures	(9,218,029.61)	84.7%	839,416.20	95.4%	(1,976,326.71)	83.4%	7,678,361.80	87.9%
AIP -- PFC Funded Expenditures	(1,073,691.03)	9.9%	62,045.97	7.1%	(519,356.97)	21.9%	1,042,915.95	11.9%
AIP -- CFC Funded Expenditures	81,980.00	-0.8%	300.88	0.0%	293,266.00	-12.4%	56,122.88	0.6%
Total Capital Improvement Expenditures	(10,882,683.73)	101%	879,897.25	100%	(2,370,197.94)	112%	8,732,129.38	99%

District Capitalized Acquisitions / Expenditures By Department

Finance & Administration	-		-		-		-	
Planning & Development	819,818.33		46,870.01		1,184,091.34		180,496.90	
Maintenance & Custodial Services	-		-		-		-	
Airport Operations	-		-		-		-	
Police	-		-		-		-	
ARFF / Fire	-		-		-		-	
Total Capital Acquisition Expenditures	819,818.33	0%	46,870.01		1,184,091.34	0%	180,496.90	0%

Consolidated

District Expenditures	146,875.24	-1.5%	25,004.21	2.7%	1,016,311.08	-85.7%	135,225.65	1.5%
AIP -- FAA Funded Expenditures	(9,218,029.61)	91.6%	839,416.20	90.6%	(1,976,326.71)	166.6%	7,678,361.80	86.2%
AIP -- PFC Funded Expenditures	(1,073,691.03)	10.7%	62,045.97	6.7%	(519,356.97)	43.8%	1,042,915.95	11.7%
AIP -- CFC Funded Expenditures	81,980.00	-0.8%	300.88	0.0%	293,266.00	-24.7%	56,122.88	0.6%
Total Capital Expenditures	(10,062,865.40)	100%	926,767.26	100%	(1,186,106.60)	100%	8,912,626.28	100%

FY 2021/22 District Capital Expenses/Budget:	Actual PTD		Budget PTD		Actual FYTD		Budget FYTD	
2019-01 Infield Safety Area Rehab Phase 1	-		-		-		-	
2019-03 Water Distribution System	81,980.00		-		293,266.00		630,495.00	
2020-12 Northside GA Apron Construction	1,685.00		-		86,654.04		-	
2020-13 Northside VSR Improvement	-		-		227,811.95		-	
2020-14 Demolish Building 505	-		-		48,304.12		220,000.00	
2020-11 PG&E Lighting Project F&K	-		-		-		-	
2021-03 Electric Vehicle DC Fast Chgr	-		-		-		-	
2022-01 SEP Phase B1/B2/B3-ARFF Design	137,610.24		-		249,534.40		-	
2022-02 Replacment Vehicles	-		-		27,858.75		83,000.00	
2022-03 Terminal Refresh	4,460.00		-		89,333.80		97,000.00	
2022-04 IT-Upgrades	-		-		40,774.48		70,000.00	
2022-05 2801 Property Repairs	3,120.00		-		246,039.54		250,000.00	
	<u>228,855.24</u>	**	<u>0.00</u>		<u>1,309,577.08</u>	**	<u>1,350,495.00</u>	

FISCAL YEAR 2022
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 05/31/22</u>	<u>Interest Rate</u>
Money Market Account - MPAD				
State of California - Local Agency Investment Fund	Various	Various	<u>\$5,644,154.59</u>	0.480%
Money Market Account - MPAD				
JP Morgan Chase - District Reserve - Money Market Account			<u>\$3,566,713.25</u>	0.01%
Debt Service Accounts - MPAD				
JP Morgan Chase - Pension Obligation Bonds and California Energy Commission Loan Reserve			<u>\$293,142.70</u>	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents - MPAD				
American Express NATL BK	04/13/22	04/15/24	200,000.00	2.25%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/25	250,000.00	2.60%
Goldman Sachs Bk USA New York CTF DEP ACT/365	05/31/17	05/16/22	0.00	1.80%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/25	200,000.00	2.25%
Sallie Mae BK Salt Lake City UT CTF DEP ACT/365	06/13/19	06/13/23	125,000.00	3.30%
Cash And Cash Equivalents	Various	Various	294,192.58	
			<u>\$1,069,192.58</u>	Variable
Sub-Total: MPAD INVESTMENTS:			<u>\$10,573,203.12</u>	

FISCAL YEAR 2022
Schedule Of Investments
FINANCIAL STATEMENTS UNAUDITED

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Value At 05/31/22</u>	<u>Interest Rate</u>
Tenant's Security Deposits & Certificates of Deposit - RESTRICTED				
JP Morgan Chase - Money Market Account			\$441,590.43	0.01%
Passenger Facility Charges (PFCs) - RESTRICTED				
JP Morgan Chase - Passenger Facility Charges (PFCs)			1,053,343.58	0.01%
Customer Facility Charges (CFCs) - RESTRICTED				
JP Morgan Chase - Customer Facility Charges (CFCs)			933,906.43	0.01%
Royal Alliance - Certificates of Deposits and Cash Equivalents:				
American Express NATL BK	04/13/22	04/15/22	100,000.00	2.60%
Capital One Bank USA New York CFT DEP ACT/365	04/13/22	04/15/22	100,000.00	3.15%
CitiBank NATL ASSN SIOUX FALLS SB CTF DEP ACT /365	08/14/19	08/15/22	120,000.00	3.15%
Discover Bk Greenwood Del CTF DEP ACT/365	08/30/19	08/08/22	130,000.00	2.25%
Goldman Sachs Bk USA New York CTF DEP ACT/365	04/13/22	04/15/22	100,000.00	0.00%
Cash and Cash Equivalents	Various	Various	10,363.68	Variable
			<u>\$560,363.68</u>	
Sub-Total: MPAD Investments - RESTRICTED:			<u>\$2,989,204.12</u>	
Total MPAD Investment Portfolio:			<u><u>\$13,562,407.24</u></u>	

**MONTEREY PENINSULA AIRPORT DISTRICT
FINANCIAL STATEMENTS UNAUDITED**

	FY 2022 May ACTUAL	FY 2022 YEAR-TO-DATE ACTUAL
SOURCES AND USES OF CASH -- OPERATIONS		
SOURCES OF CASH		
CASH RECEIVED - OPERATING REVENUE	\$ 897,384	\$ 9,752,821
CASH RECEIVED - INTEREST INCOME	2,251	25,050
CASH RECEIVED	<u>\$ 899,635</u>	<u>\$ 9,777,871</u>
USES OF CASH -- OPERATIONS		
CASH DISBURSED - OPERATING EXPENSE ¹	\$ 785,377	\$ 7,883,980
CASH DISBURSED - DEBT SERVICE (INTEREST EXPENSE) ^{2&3}	2,434	33,866
CASH DISBURSED - DEBT SERVICE (PRINCIPAL REDUCTION) ^{2&3}	48,406	531,010
CASH DISBURSED	<u>\$ 836,216</u>	<u>\$ 8,448,856</u>
CHANGE IN CASH POSITION FROM OPERATIONS & DEBT SERVICE	<u>\$ 63,419</u>	<u>\$ 1,329,015</u>
¹ Net of non-cash operating expense (OPEB)		
² Moved to Restricted POB Account/Disbursement occurred in December 2020 & June 2021		
³ Moved to Restricted CEC Account/Disbursement occurred in November 2020 & May 2021		
USES OF CASH -- CAPITAL PROGRAM		
CASH DISBURSED - DISTRICT CAPITAL PROJECTS ⁴	\$ 228,855	\$ 1,309,577
CASH DISBURSED	<u>\$ 228,855</u>	<u>\$ 1,309,577</u>
CHANGE IN CASH POSITION FROM CAPITAL PROGRAM	<u>\$ (228,855)</u>	<u>\$ (1,309,577)</u>
⁴ District-funded capital plan for FY21		
CHANGE IN CASH POSITION FROM OPERATIONS, CAPITAL & DEBT SERVICE	<u>\$ (165,436)</u>	<u>\$ 19,437</u>
PAID FROM 2022 OPERATING INC:	DATE PAID	PAID
POB PRINCIPAL PAYMENTS	Semiannual Payment DEC & JUN	-
CEC LOAN PRINCIPAL PAYMENTS	Semiannual Payment DEC & JUN	-
PG&E PAYMENTS	Monthly Payments	4,441.66
WORKER'S COMP PREPAID	7/1/2021 and 7/1/2022	(118,840.00)
UAL PREPAID 07-01-2020	07/01/20	(898,139.00)
TOTAL IN/(OUT FLOWS)		<u>(114,398.34)</u>
FAA CARES, CRRSA and ARPA Act Grant Billed FYTD		2,813,789
CASH CHANGE OVER/(UNDER) FROM CARES, CRRSA and ARPA Act Grant		<u><u>\$ 2,744,067</u></u>

Monterey Peninsula Airport District
CARES, CRSSA and ARPA Grants, Expenditures Processed and Balances
May 31, 2022

CARES ACT GRANT -3-06-0159-071-2021

Grant Date	Grant Amount	Total Draws	Balance
5/13/2020	\$ 12,664,025.00	\$ 4,014,794.00	\$ 8,649,231.00

CRSSA ACT GRANT -3-06-0159-074-2021

Grant Date	Grant Amount	Total Draws	Balance
3/22/2021	\$ 2,076,111.00	\$ 2,076,111.00	-

CRSSA ACT CONCESSIONS GRANT -3-06-0159-075-2021

Grant Date	Grant Amount	Total Draws	Balance
3/22/2021	\$ 50,110.00	\$ -	\$ 50,110.00

ARPA ACT GRANT -3-06-0159-077-2021

Grant Date	Grant Amount	Total Draws	Balance
8/12/2021	\$ 3,149,773.00	\$ 1,442,610.00	\$ 1,707,163.00

ARPA ACT LARGE CONCESSIONS GRANT -3-06-0159-078-KY 2022

Grant Date	Grant Amount	Total Draws	Balance
12/22/2021	\$ 40,088.00	\$ -	\$ 40,088.00

ARPA ACT SMALL CONCESSIONS GRANT -3-06-0159-078-KY 2022

Grant Date	Grant Amount	Total Draws	Balance
12/22/2021	\$ 160,351.00	\$ -	\$ 160,351.00

Grant Funds General	\$ 17,889,909.00	\$ 7,533,515.00	\$ 10,356,394.00
Grant Funds Concession	\$ 250,549.00	\$ -	\$ 250,549.00
Grants Funds	<u>\$ 18,140,458.00</u>	<u>\$ 7,533,515.00</u>	<u>\$ 10,606,943.00</u>



MONTEREY FIRE DEPARTMENT

Report to Airport Board of Directors

June 2022

1. Incident Responses

Engine assigned to Fire Station 16 (Airport) responded to a total of 23 incidents during the month as follows:

- MPAD property – 2
- City of Monterey – 20
- Other Cities in Monterey Fire Jurisdiction – 0
- Auto / Mutual Aid – 1

2. Training

Personnel completed a total of 20.0 hours of Airport related training during the month.

Currently the following numbers of personnel are qualified in the ARFF training program:

- Awareness (familiar with operations at the Airport): 79
- Operational (qualified to work at Airport, but live fire training not current): 34
- Technician (fully qualified to be the designated ARFF fire engineer): 11

3. Other

- California is in the third year of drought conditions and experienced the driest January through March on record. This creates a potential for another severe wildfire season. Locally, we had a fire (Colorado Fire) burning in January. It is imperative that all of us take precautions to prevent fires and to prepare our families to be able to escape and survive a wildfire should one occur. Information is available at https://monterey.org/city_hall/fire/fire_prevention/index.php.

4. Incident List – on Airport property incidents

Alarm Date / Time	Response Time	Location	Incident Type
6/17/2022 12:09 PM	0:01:36	200 Fred Kane DR	Public service
6/25/2022 7:47 AM	0:04:00	200 Fred Kane DR	Smoke detector activation, no fire - unintentional

TO: Michael La Pier, Executive Director
FROM: Operations Department
DATE: July 1, 2022
SUBJ: Operations Report

The following is a summary of activity of general Airport Operations for June 2022 and planned airline activities for July 2022.

- 1 The following reports are attached:
 - June 2022 Noise Comment Report
 - Operating and Expense Reports for the Taxi (through June 2022) and TNC ground transportation systems (through May 2022)
 - Commercial Flight Cancellations & Delays Report for June 2022
 - Commercial Flight Schedule for July 2022

- 2 Below is the summary of scheduled airline activity for July 2022:

Alaska Air operated by SkyWest.

- Continues to use the Embraer (EMB) 175 aircraft to SAN and SEA once a day
- Scheduled to operate a monthly total of 124 flights (Arrivals and Departures)

Allegiant Air

- Continues to use the Airbus 319/320 series on Mondays and Fridays
- Scheduled to operate a total of 18 flights (Arrivals and Departures)

United operated by SkyWest.

- LAX operates twice a day with a mixture of EMB 175 and CRJ 200 aircraft
- DEN operates twice a day with the CRJ 200
- SFO operates once a day with the CRJ 200
- Scheduled to operate a monthly total of 310 flights (Arrivals and Departures)

American Eagle operated by Mesa / Envoy.

- PHX operates three daily flights using a mix of CRJ 700 & CRJ 900 aircraft
- DFW continues with two daily flights using the EMB 175 aircraft
- Scheduled to operate a monthly total of 308 flights (Arrivals and Departures)

Cumulatively speaking, flights have increased 119 flights (760 vs.641) compared to July 2021, an increase of 18%. The number of available seats has also increased by approximately 10% (53,314 vs. 48,372).

MRY AIRPORT NOISE COMMENT LOG

JUNE 2022

JUNE 2022										
Name		Location (Address)	Incident Date	Incident Time	Aircraft ID	</> of Flight	Comments	By	Action Taken	Reported Weather / Notes
AIR OPERATIONS CENTERED AT MONTEREY AIRPORT										
1	Ray Borzini	Corral De Tierra	6/9/2022	6:09 PM	Unknown	28L App	Private jet low and loud.	MC	I was unable to identify the jet that flew over at that. JSX landed at 6:15pm so it could have been the E135. Responded to acknowledge the complaint.	
2	Steve Souza	Monterey	6/20/2022	7:30 AM	Piaggio 180	28L dep	Sounded like a prop plane (not a jet). Who the heck is approving such a noisy plane to take of so early on a holiday. I keep the windows closed and wear ear plugs at night. Nevertheless, this plane's path was too close to the downtown neighborhood. Please ask them to stop this. thank you, Steve	KG	Flight track indicates the aircraft turned on course following the Monterey 5 SID departure albeit it followed the coastline a little further out until eventually turning north just before Lover's Point.	Weather: Clear - slight haze along the coastline. 7 mile visibility.
3	Kent Hodgkinson	Pasadera	6/22/2022	6:02 AM	CRJ900	10R dep	SKW3048. Departure vector to East directly over Mirador Ct. Noise abatement recommendations are for a northeast departure. Bad behavior that has been a regular occurrence from SkyWest	MC	Checked flight track. Aircraft did not follow the Toro 7 departure. It appears that the aircraft departed just before the tower opened so reason for the departure route is unknown.	
AIR OPERATIONS ORIGINATING FROM ANOTHER AIRPORT										
AIR OPERATIONS OF UNKNOWN ORIGIN										
0	**NONE**									
MONTHLY TOTALS and COMPARISONS										

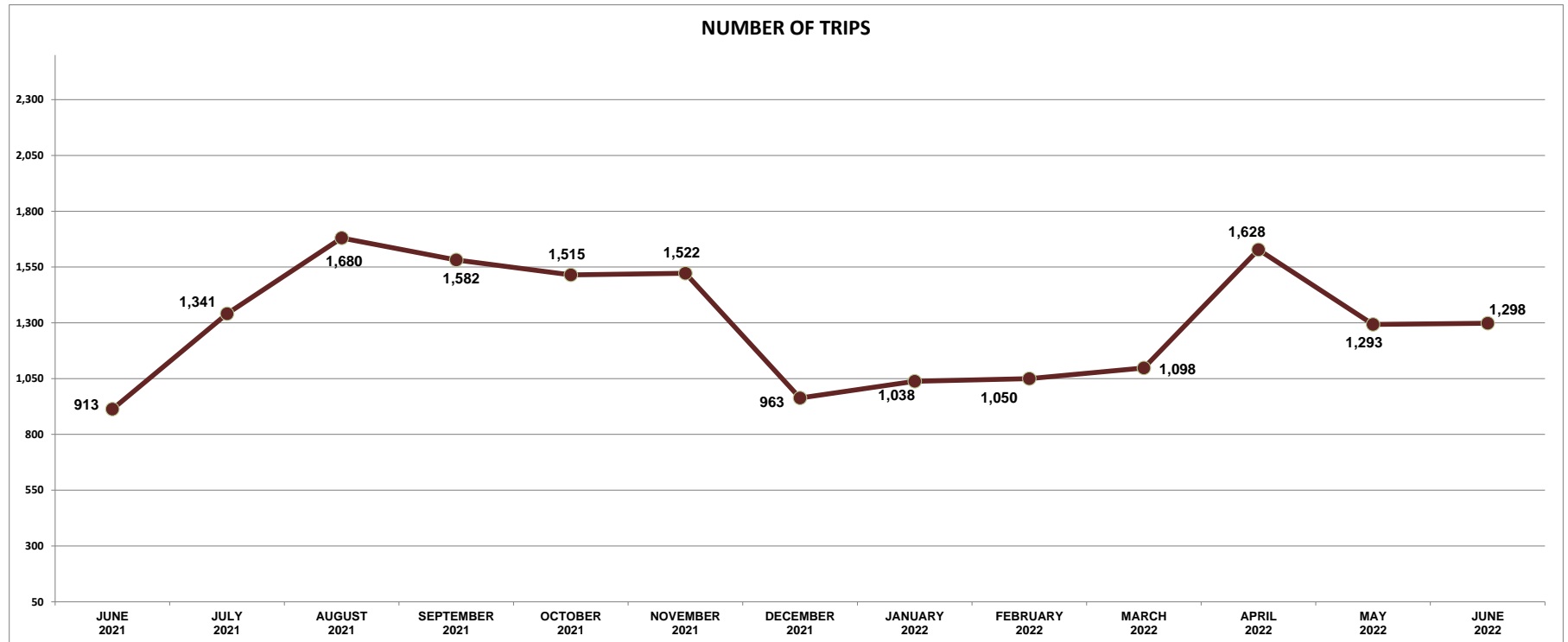
	Jun-22	Jun-21	% Change
Number of Complaints:	3	12	-75%
Number of Operations:	5,607	5,266	6%
			% Change
Annual Total	36	91	-60%

Other Airport
0
0

UNKNOWN ORIGINS
0
0

13-MONTH ROLLING COMPARISON

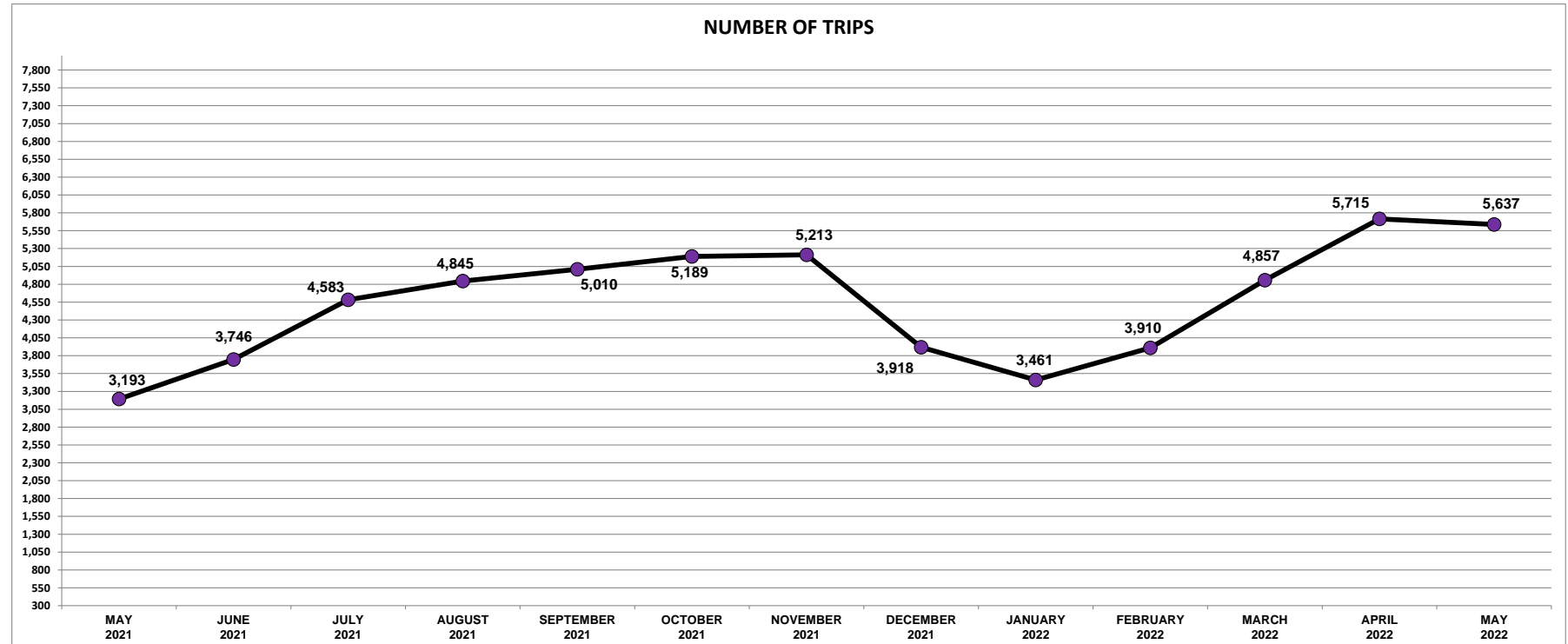
Taxis



	2021 JUNE	2021 JULY	2021 AUGUST	2021 SEPTEMBER	2021 OCTOBER	2021 NOVEMBER	2021 DECEMBER	2021 JANUARY	2022 FEBRUARY	2022 MARCH	2022 APRIL	2022 MAY	2022 JUNE
NUMBER OF TRIPS	913	1,341	1,680	1,582	1,515	1,522	963	1,038	1,050	1,098	1,628	1,293	1,298
PERMITS SOLD	7	6	0	2	2	2	3	0	1	0	0	1	17
TAXI TRIP FEES	\$ 2,739	\$ 4,023	\$ 5,040	\$ 4,746	\$ 4,545	\$ 4,566	\$ 2,889	\$ 3,114	\$ 3,150	\$ 3,294	\$ 4,884	\$ 3,879	\$ 3,894
TAXI PERMIT FEES	\$700	\$600	\$0	\$200	\$150	\$150	\$225	\$0	\$50	\$0	\$0	\$25	\$1,700
TAXI - TOTAL REVENUE	\$ 3,439	\$ 4,623	\$ 5,040	\$ 4,946	\$ 4,695	\$ 4,716	\$ 3,114	\$ 3,114	\$ 3,200	\$ 3,294	\$ 4,884	\$ 3,904	\$ 5,594
CURB MGMT CONTRACT													
SOFTWARE LICENSE/HOSTING	\$ 2,581								\$ -	\$ -	\$ -	\$ -	\$ -
BEACON LICENSING	\$ 1,000	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083
TAXI - TOTAL EXPENSE	\$ 3,581	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083	\$ 2,083
OPERATING INCOME / (LOSS)	\$ (142)	\$ 2,540	\$ 2,957	\$ 2,863	\$ 2,612	\$ 2,633	\$ 1,031	\$ 1,031	\$ 1,117	\$ 1,211	\$ 2,801	\$ 1,821	\$ 3,511
FYTD 2022 (July 2021 - June 2022) OPERATING INCOME / (LOSS)													\$ 26,128
CUMULATIVE (12-MONTH) OPERATING INCOME / (LOSS)													\$ 26,128

13-MONTH ROLLING COMPARISON

Transportation Network Companies (TNCs)



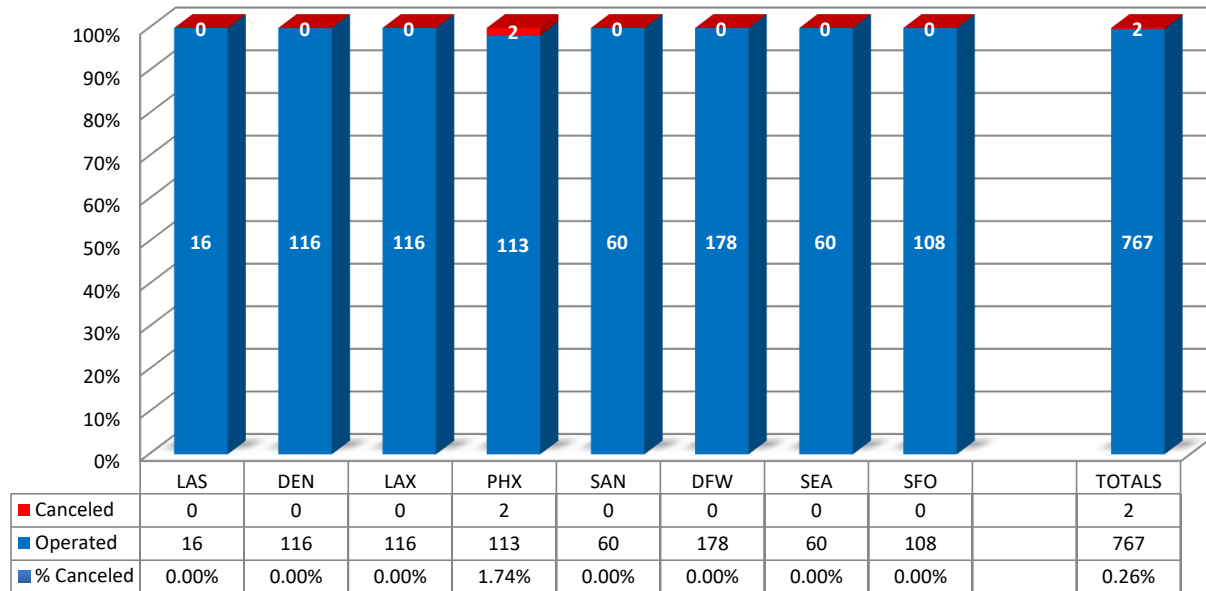
	2021 MAY	2021 JUNE	2021 JULY	2021 AUGUST	2021 SEPTEMBER	2021 OCTOBER	2021 NOVEMBER	2021 DECEMBER	2021 JANUARY	2022 FEBRUARY	2022 MARCH	2022 APRIL	2022 MAY
NUMBER OF TRIPS	3,193	3,746	4,583	4,845	5,010	5,189	5,213	3,918	3,461	3,910	4,857	5,715	5,637
NUMBER OF TNCs	2	2	2	2	2	2	2	2	2	2	2	2	2
TNC TRIP FEES	\$ 9,579	\$ 11,238	\$ 13,749	\$ 14,535	\$ 15,030	\$ 15,567	\$ 15,639	\$ 11,754	\$ 10,383	\$ 11,730	\$ 14,571	\$ 17,145	\$ 16,911
TNC PAYMENT PENALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TNC - TOTAL REVENUE	\$ 9,579	\$ 11,238	\$ 13,749	\$ 14,535	\$ 15,030	\$ 15,567	\$ 15,639	\$ 11,754	\$ 10,383	\$ 11,730	\$ 14,571	\$ 17,145	\$ 16,911

Cumulative 12-Month Operating Income: \$ 168,252

Fiscal Year To Date (July 2021 - June 2022) Operating Income: \$ 157,014

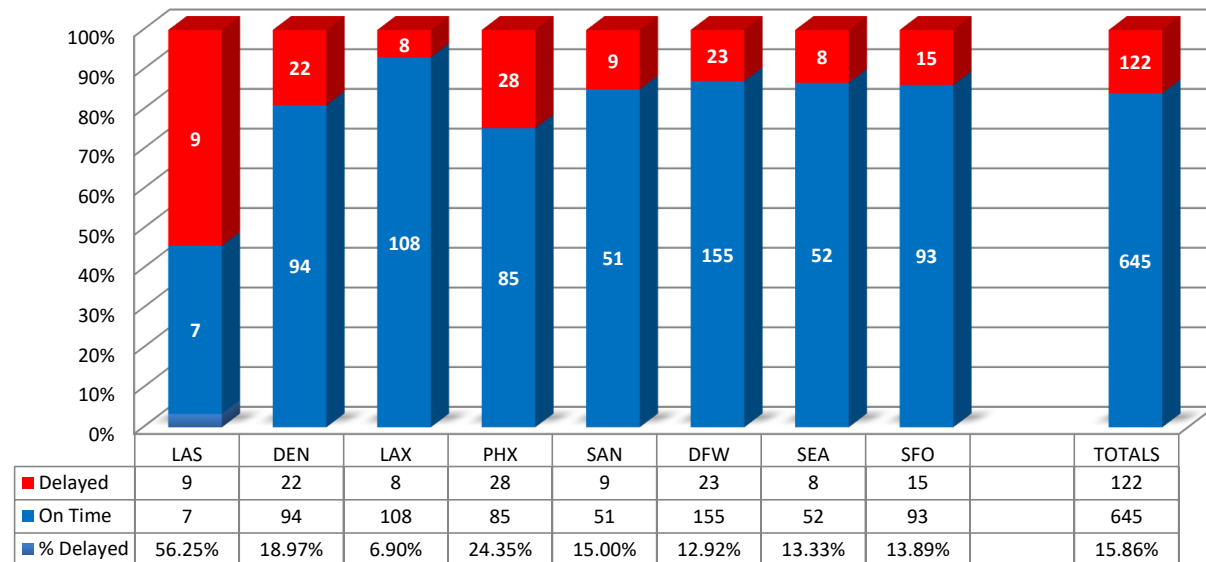
JUNE 2022

June Commercial Flights Operated vs. Canceled



TOTAL CANCELLATIONS: 2

June Commercial Flights On Time vs. Delayed



TOTAL DELAYED FLIGHTS: 122



Monterey Regional Airport

July 2022 Flight Schedule



Aircraft Type (Seats)	ARRIVALS					DEPARTURES					Aircraft Type (Seats)
	FROM	AIRLINE	FLIGHT	TIME	SCHD	TO	AIRLINE	FLIGHT	TIME	SCHD	
EMB175 (76)	LAX	UNITED	5310	9:55 AM	DAILY	DEN	UNITED	5681	5:15 AM	DAILY	CRJ200 (50)
CRJ700 (66)	PHX	American Airlines	5766/ 3183	11:45 AM	DAILY	PHX	American Airlines	3048	6:00 AM	DAILY	CRJ700 (66)
CRJ200 (50)	SFO	UNITED	5479	12:20 PM	DAILY	DFW	American Airlines	3868	7:00 AM	DAILY	EMB175 (76)
EMB175 (76)	DFW	American Airlines	4004	12:55 PM	DAILY	LAX	UNITED	5248	10:35 AM	DAILY	EMB175 (76)
EMB175 (76)	SEA	Alaska	3471	1:45 PM	DAILY	PHX	American Airlines	5766/ 3183	12:25 PM	DAILY	CRJ700 (66)
CRJ200 (50)	DEN	UNITED	5438	1:45 PM	DAILY	DEN	UNITED	5778	12:55 PM	DAILY	CRJ200 (50)
CRJ900 (76)	PHX	American Airlines	3147/ 5692	3:50 PM	DAILY	DFW	American Airlines	4004	1:25 PM	DAILY	EMB175 (76)
EMB175 (76)	LAX	UNITED	5280	4:15 PM 5:35 PM	MON-FRI, SUN SAT	SFO	UNITED	5357	2:25 PM	DAILY	CRJ200 (50)
EMB175 (76)	SAN	Alaska	3383	5:10 PM	DAILY	SEA	Alaska	3471	2:25 PM	DAILY	EMB175 (76)
EMB175 (76)	DFW	American Airlines	3880	6:10 PM	DAILY	PHX	American Airlines	5692	4:20 PM	DAILY EXC JUL 3	CRJ900 (76)
CRJ200 (50)	DEN	UNITED	4736	8:50 PM	DAILY	LAX	UNITED	4797	5:00 PM 6:15 PM	MON-FRI, SUN SAT	EMB175 (76)
A319 (156)	LAS	allegiant	108	9:00 PM 12:55 PM 8:30 PM	1, 11, 18, 25 4, 8, 15, 22 29	SAN	Alaska	3383	5:50 PM	DAILY	EMB175 (76)
CRJ700 (66)	PHX	American Airlines	3044	9:55 PM	DAILY EXC JUL 3	LAS	allegiant	109	9:50 PM 1:45 PM 9:20 PM	1, 11, 18, 25 4, 8, 15, 22 29	A319 (156)

*Flight Schedule is general information and subject to change. Schedules are updated monthly and can change daily. Please contact your airline for further information.

AGENDA ITEM: H-6
DATE: July 20, 2022

TO: Michael La Pier, Executive Director
FROM: Chris Morello, Deputy Director for Strategy and Development
DATE: July 1, 2022
SUBJ: Planning, Environmental and Maintenance Monthly Project Report

Attached is the current monthly Project Report for the Planning and Maintenance Departments with the following highlights for June 2022:

- **2801 and 2999 Monterey Salinas Highway Well Construction/Destruction**
 - Granite Drilling Company completed the well construction and destruction of the former wells at both locations in June 2022.
 - Well capacity testing will begin per the County regulations in August of 2022 to verify the Gallons Per Minute (GPM) and the volume of allowable water use per each well. After production verification the distribution systems can be designed for the use of this non-potable water.
- **The Joint Monterey and Salinas Chamber of Commerce Rodeo Mixer** was held on June 23, 2022. The Chambers have communicated that it was a fantastic event! The CA Rodeo Mixer had 156 registered attendees. In addition there were another 20 participants from the Rodeo guests, Airport Board, and staff.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2022 Expenditures to Date	6/30/2022	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
ACTIVE FEDERALLY-FUNDED PROJECTS:											
1	2020-12	71	18-22-C-00-MRY	\$11,000,000	\$2,158,229	\$5,191,087	\$7,349,316	98%	NORTHSIDE GA APRON CONSTRUCTION	Grant was executed on 12/18/2020. Construction contract was awarded to Teichert at the 12/18/20 BOD meeting. Construction began on March 29, 2021.	The primary project is complete, mitigation will remain open for the next year. Staff and the engineering team are working on completing the project final reports.
2	2020-13	72	18-22-C-00-MRY	\$1,946,065	\$1,023,914	\$857,869	\$1,881,783	98%	NORTHEAST VSR IMPROVEMENTS	Grant was executed on 9/10/2020. Construction contracted was award to Teichert at the 12/18/20 BOD meeting. Construction began on March 29, 2021.	The construction is complete and Staff and the engineering team are working on completing the project final reports.
3	2021-04	76	18-22-C-00-MRY	\$3,350,000	\$91,078	\$2,116,032	\$2,207,111	70%	SEP Phase A1 Commercial Apron Design	An FAA Grant Offer for Design was executed on August 2, 2021.	C&S Engineering and staff continue to meet weekly to review design components and status.
4	2021-05	TBD	TBD	\$7,250,000	\$0	\$0	\$0	0%	Southside Land Acquisition (4.4 Acres)		Project is no longer being pursued.
5	2022-01	TBD	18-22-C-00-MRY	\$6,603,000	\$0	\$258,771	\$258,771	10%	SEP Phase B1/B2/B3 ARFF Design/Construction Demo/Airfield Access	The Design Build Request For Qualifications (RFQ) package to solicit interest for a qualified Project Team process began in August 2021. Mill construction began work on the preliminary design and an AIP grant application was submitted in April 2022.	Mill construction and Mar Jang Architects have completed the footprint design based on AIP eligibility and the site positioning.They continue to complete design and should have a GMP by August 2022.
OUTSIDE FUNDED PROJECTS:											
6	2019-03	N/A	N/A	\$2,128,058	\$99,609	\$420,634	\$520,242	45%	WATER DISTRIBUTION SYSTEM	The Monterey County approved the two demolition and two reconstruction permits. A contract to proceed with this work was approved at the January 2022 meeting.	Granite Drilling completed the destruction and construction of the wells at the 2 locations. Capacity testing is scheduled for August 2022.
PFC FUNDED PROJECTS											
7	2021-01	NA	20-24-C-00-MRY	\$100,000	\$46,946	\$32,072	\$79,019	100%	RSA MITIGATION YEAR 6 & 7	As the USFW approved Biologist, a contract with SWCA was executed.	SWCA/ECI continue to conduct monthly maintenance activities for Year 7 mitigation.

FUNDING				EXPENDITURES				STATUS			
	PROJECT #	AIP #	PFC	Total Project Budget	Spent in Prior Fiscal Years	FY 2022 Expenditures to Date	6/30/2022	% Physical Complete	Project Name	Current Status	4 Week Look Ahead
8	2021-03	N/A	20-24-C-00-MRY	\$420,000	\$222,683	\$69,374	\$292,057	100%	FIDS,PA SYSTEM, ADA UPGRADES	The FIDS installation was completed in December 2020.The PA System upgrade project was completed in June 2021.	Close out documents and as built drawings have been completed.
9	2020-04	N/A	20-24-C-00-MRY	\$100,000	\$0	\$0	\$0	0%	CCTV TERMINAL AND PERIMETER SECURITY UPGRADES	No work has been completed on this project at this time.	Staff continue to evaluate and review camera and security system options.
<u>DISTRICT ONLY FUNDED PROJECTS</u>											
10	2020-14	N/A	N/A	\$350,000	\$155,575	\$48,304	\$203,879	100%	BUILDING 505	Abatement work was completed in June, 2021.	Randozzo Construction completed the work on October 7, 2021.
11	2022-02	N/A	N/A	\$83,000		\$27,859	\$27,859	50%	VEHICLE REPLACEMENT	A resolution to approve the purchase of one maintenance vehicle was approved at the September 2021 Board meeting.	Awaiting availability of a vehicle; chassis has been built, waiting on the computer chip for completion of the vehicle.
12	2022-03	N/A	N/A	\$97,000		\$94,049	\$94,049	100%	TERMINAL REFRESH	The baggage claim carousel upgrade has been completed.	Staff are completing the improvements for the Gate 1 area.
13	2022-04	N/A	N/A	\$70,000		\$40,774	\$40,774	100%	IT UPGRADES	ATG has begun the cloud based server integration plan with project completion set for January 2022.	Purchase of new board room audio visual equipment was installed in January 2022.
14	2022-05	N/A	N/A	\$250,000		\$246,040	\$246,040	100%	2801 Monterey Salinas Highway Building Repair	Building Permit has been approved in January 2022.	Thayer Construction completed the deck repair on March 23, 2022.



POLICE

DEL REY OAKS

MONTHLY POLICE ACTIVITY REPORT

June 2022

TO: Michael La Pier, Executive Director
FROM: Sergeant Roger Guzman
DATE: July 1, 2022
SUBJECT: Police Activity Report for JUNE 2022

The following is a summary of significant activity in the Police Department in JUNE 2022:

Highlights

Del Rey Oaks Police Officers responded to approx 8 **door and gate alarms** in JUNE.

Training

Commander Bourquin provided updated training regarding MRY OPS. Commander Bourquin and Ken Griggs/Mark Curtis meet weekly regarding MRY/DROPD operations.

Calls for Service

1. 6/3/22 10:00 PM Det Moore/Sgt Guzman
Terminal: Front counter
Sgt Guzman/Det Moore responded to terminal to assist elderly handicap lady who attempted to purchase flight but unable to board. Sgt Guzman contacted APS.
2. 6/09/22 Fri :20 PM Commander Bourquin/Andoy
Terminal: Alaska Gate
Ofcr Andoy spoke with upset passenger who was seen striking doors after missing flight. Rebooked on other flight.
3. 6/18/22 Sat 10:00 PM Det Moore
Jet Center: Patient transport
Det Moore escorted AMR/Cal Star with transport.
4. 6/25/22 Sat 2:10 PM Ofcr Andoy
Terminal: Gate 1 unattended bags
Ofcr Andoy located 4 unattended bags belonging to Seattle Airport employees. Both were admonished.

END OF REPORT.